



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

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No 34]

NEW DELHI, SATURDAY, AUGUST 23, 1969/BHADRA 1, 1891

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र २६ जुलाई, १९६९ तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 26th July, 1969:—

Issue No.	No. and Date	Issued by	Subject
247	S.O. 3021, dated 21st July, 1969.	Ministry of Home Affairs.	The Punjab State Agricultural Marketing Board and Market Committees (Reconstitution and Reorganisation) Order, 1969.
	ए० ओ० ३०२२, दिनांक २१ जुलाई, १९६९।	गृह-मंत्रालय	पंजाब राज्य कृषिक विपणन बोर्ड और बाजार समितियों (पुनर्गठन और पुनर्संगठन) आदेश, १९६९।
248	S.O. 3023, dated 21st July, 1969.	Ministry of Railways	Appointment of Shri Zaiuddin Ahmed Kirmani, I.A.S. as a Claims Commissioner.
249	S.O. 3024, dated 22nd July, 1969.	Ministry of Home Affairs.	Extending upto 31st August 1969, the period within which the Commission of Inquiry, shall make its report.

Issue No.	No. and Date	Issued by	Subject
250	S.O. 3025, dated 22nd July, 1969.	Election Commission of India.	Election to the Council of States by the elected members of the Legislative Assembly of Pondicherry.
	एस० ओ० 3026, दिनांक 22 जुलाई, 1969 ।	भारत निर्वाचन आयोग	पाण्डिचेरी विधान सभा के निर्वाचन सदस्यों द्वारा राज्य सभा के लिए निर्वाचन ।
251	S.O. 3027, dated 22nd July, 1969.	Central Board of Direct Taxes.	Corrigenda to S.O. 2005, dated 24th May, 1969.
252	S.O. 3028, dated 23rd July, 1969.	Ministry of Home Affairs.	Border Security.
253	S.O. 3029, dated 23rd July, 1969.	Ministry of Foreign Trade and Supply.	The Exports (Control) Fourteenth Amendment Order, 1969.
254	S.O. 3030, dated 23rd July, 1969.	Do.	The Exports (Control) Thirteenth Amendment Order, 1969.
255	S.O. 3031, dated 25th July, 1969.	Election Commission of India.	Appointing the Secretary to the Rajya Sabha as the Returning Officer for the purposes of the Vice-Presidential Election.
	S.O. 3032, dated 25th July, 1969.	Do.	Appointing Shri P. N. Krishna Mani, Deputy Secretary, Rajya Sabha Secretariat, Parliament House, New Delhi, as the Assistant Returning Officer for purposes of the Vice-Presidential Election.
	एस० ओ० 3033, दिनांक 25 जुलाई, 1969 ।	भारत निर्वाचन आयोग	उप-राष्ट्रपतीय निर्वाचन के प्रयोजनों के लिए राज्य सभा के सचिव को रिटर्निंग आफिसर के रूप में नियुक्त करना ।
	एस० ओ० 3034, दिनांक 25 जुलाई, 1969 ।	तद्वै	उप-राष्ट्रपतीय निर्वाचन के प्रयोजनों के लिए श्री पी० एन० कृष्णमणि, उप-सचिव, राज्य सभा सचिवालय, संसद् भवन, नई दिल्ली को सहायक रिटर्निंग आफिसर के रूप में नियुक्त करना ।
256	S.O. 3035, dated 25th July, 1969.	Election Commission of India.	Calling upon the elected members of the Legislative Assembly of the state of Uttar Pradesh to elect a person in the Council of States of that State.

Issue No.	No. and Date	Issued by	Subject
	S.O. 3036, dated 26th July, 1969.	Election Commission of India	Appointment of dates for the above election (S.O. 3035).
	S.O. 3037, dated 26th July, 1969.	Do.	Fixation of hours for the above election (S.O. 3035).
	S.O. 3038, dated 26th July, 1969.	Do.	Designating the Secretary, Vidhan Mandal, Uttar Pradesh, Lucknow, to be the Returning Officer for the above election (S.O. 3035).
	S.O. 3039, dated 26th July, 1969.	Do.	Appointing the Secretary, Vidhan Sabha, Uttar Pradesh, Lucknow, to assist the Returning Officer for the above election (S.O. 3035).
	एस० ओ० 3040, दिनांक 26 जुलाई, 1969 ।	भारत निर्वाचन आयोग	उत्तर प्रदेश राज्य की विधान सभा के निर्वाचित सदस्यों से अपेक्षा करता कि वे राज्य सभा के लिए एक व्यक्ति का निर्वाचन करें ।
	एस० ओ० 3041 दिनांक 26 जुलाई, 1969 ।	तद्वैध	ऊपर होने वाले निर्वाचन के लिए तारीख नियत करना (एस० ओ० 3040) ।
	एस० ओ० 3042, दिनांक 26 जुलाई, 1969 ।	तद्वैध	ऊपर होने वाले निर्वाचन के लिए समय नियत करना । (एस० ओ० 3040) ।
	एस० ओ० 3043, दिनांक 26 जुलाई, 1969 ।	तद्वैध	राज्य सभा के लिए होने वाले निर्वाचन के लिए सचिव, विधान मंडल, उत्तर प्रदेश, लखनऊ को रिटर्निंग आफिसर पदाभिहित करना (एस० ओ० 3040) ।
	एस० ओ० 3044 दिनांक 26 जुलाई, 1969 ।	तद्वैध	राज्य सभा के लिए होने वाले निर्वाचन के लिए रिटर्निंग आफिसर की सहायता करने के लिए सचिव, विधान सभा उत्तर प्रदेश, लखनऊ की नियुक्ति करना । (एस० ओ० 3040) ।

Issue No.	No. and Date	Issued by	Subject
257	S.O. 3045, dated 26th July, 1969.	Election Commission of India.	Calling upon the elected members of the Legislative Assembly of the State of Uttar Pradesh to elect a person in the Council of States of that State.
	S.O. 3046, dated 26th July, 1969.	Do.	Appointment of dates for the above election (S.O. 3045).
	S.O. 3047, dated 26th July, 1969.	Do.	Fixation of hours for the above election (S.O. 3045).
	S.O. 3048, dated 26th July, 1969.	Do.	Designating the Secretary, Vidhan Mandal, Uttar Pradesh, Lucknow, to be the Returning Officer for the above election (S.O. 3045).
	S.O. 3049, dated 26th July, 1969.	Do.	Appointing the Secretary, Vidhan Sabha, Uttar Pradesh, Lucknow, to assist the Returning Officer for the above election (S.O. 3045).
	एस० ओ० 3050 दिनांक 26 जुलाई, 1969 ।	भारत निर्वाचन आयोग	उत्तर प्रदेश राज्य की विधान सभा के निर्वाचित सदस्यों से अपेक्षा करना कि वे राज्य सभा के लिए एक व्यक्ति का निर्वाचन करें ।
	एस० ओ० 3051, दिनांक 26 जुलाई, 1969 ।	तद्वैव	ऊपर होने वाले निर्वाचन के लिए तारीख नियत करना (एस० ओ० 3050) ।
	एस० ओ० 3052, दिनांक 26 जुलाई, 1969 ।	तद्वैव	ऊपर होने वाले निर्वाचन के लिए समय नियत करना (एस० ओ० 3050) ।
	एस० ओ० 3053, दिनांक 26 जुलाई, 1969 ।	तद्वैव	राज्य सभा के लिए होने वाले निर्वाचन के लिए सचिव, विधान मंडल, उत्तर प्रदेश, लखनऊ, को रिटर्निंग आफिसर के रूप में पदाभिहित करना (एस० ओ० 3050) ।
	एस० ओ० 3054, दिनांक 26 जुलाई, 1969 ।	तद्वैव	राज्य सभा के लिए होने वाले निर्वाचन के लिए रिटर्निंग आफिसर की सहायता करने के लिए सचिव, विधान सभा, उत्तर प्रदेश, लखनऊ की नियुक्ति करना । (एस० ओ० 3050) ।

Issue No.	No. and Date	Issued by	Subject
258	S.O. 3055, dated 26th July, 1969.	Ministry of Information and Broadcasting	Approval of the films as specified in the schedule therein.
	एस० ओ०, 3056 दिनांक, 26 जुलाई, 1969।	सूचना और प्रसारण मंत्रालय ।	अनुसूची में दी गई फिल्मों की स्वीकृत करना।

ऊपर लिखे असाधारण राजपत्रों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम माँगपत्र भेजने पर भेज दी जाएंगी। माँगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—अण्ड 3—उपअण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रिय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 25th July 1969

S.O. 3316.—Whereas the Election Commission is satisfied that Shri Jahur Alam, R/o. Village and P.O. Marar, District Monghyr (Bihar), a contesting candidate for election to the Bihar Legislative Assembly from 184-Khagaria Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jahur Alam to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this Order.

[No. BR-LA/184/69(2).]

By Order,

A. N. SEN, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 25 जुलाई 1969

एस० आ० 3317.—यतः निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए निर्वाचन के लिए 84—खगड़िया निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जहूर आलम, निवासी ग्रैम तथा पो० माड़ुर, जिला मुंगेर, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तदधीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं ।

और, यतः, उक्त उम्मीदवार उसे सम्यक् सूचना दिए जाने पर भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10—क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जहूर आलम को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० बिहार-वि० सं०/184/69 (2)]

आदेश से,

ए० एन० सेन, सचिव ।

MINISTRY OF HOME AFFAIRS

New Delhi, the 8th August 1969

S.O. 3318.—In exercise of the powers conferred by clause (2) of article 77 of the Constitution, the President hereby makes the following rules further to amend the Authentication (Orders and other Instruments) Rules, 1958, namely:—

1. (1) These rules may be called the Authentication (Orders and other Instruments) Fifth Amendment Rules, 1969.
 - (2) They shall come into force on the date of their publication in the Official Gazette.
 2. In rule 2 of the Authentication (Orders and other Instruments) Rules, 1958, for clause (18), the following clause shall be substituted, namely:—
- “(18) in the case of orders and other instruments relating to the Ministry of Health and Family Planning, and Works, Housing and Urban Development by the Director (Establishment) in the Department of Health and by the Director (Administration) or Deputy Director (Administration) in the Directorate General of Health Services of the Department of Health; or”

[No. F.3/4/69-Pub.I.]

K. R. PRABHU, Jt. Secy.

MINISTRY OF FINANCE**(Department of Economic Affairs)***New Delhi, the 8th August 1969*

S.O. 3319.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Regulation Act, 1949, the Central Government, after considering an application made by the Reserve Bank of India under sub-section (i) of that section, hereby makes an order of moratorium in respect of the Bank of Behar Ltd., Patna for the period from the close of business on the 9th August 1969 up to and inclusive of the 9th November 1969 and hereby stays the commencement or continuance of all actions and proceedings against that banking company during the period of moratorium, subject to the condition that such stay shall not in any manner prejudice the exercise by the Central Government of its powers under clause (b) of sub-section (4) of section 35 of the said Act or the exercise by the Reserve Bank of India of its powers under section 38 of the said Act.

2. The Central Government hereby also directs that, during the period of moratorium granted to it, the Bank of Behar Ltd., Patna shall not, without the permission in writing of the Reserve Bank of India,

(a) grant any loan or advance, incur any liability, make any investment or agree to or disburse any payment, whether in discharge of its liabilities and obligations or otherwise, or enter into any compromise or arrangement, except to the extent and in the manner provided hereunder:—

- (i) a sum not exceeding 10 per cent of the total balance in every savings bank or current account or in any other deposit by whatever name called, provided that the sum total of the amounts paid in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) does not exceed Rs. 250/- and provided further that no amount shall be paid to any depositor who is indebted to the bank in any way;
- (ii) the amounts of any drafts or pay orders issued by the said bank and remaining unpaid on the date on which the order of moratorium comes into force;
- (iii) the amounts of the bills received for collection on or before the 9th August 1969 and realised before, on or after that date;
- (iv) any expenditure which has necessarily to be incurred in connection with any suits or appeals filed by or against or decrees obtained by the said bank or for realising any amounts due to it, provided that if the expenditure in respect of each such suit or appeal or decree or proceeding is in excess of Rs. 250/- the permission in writing of the Reserve Bank of India shall be obtained before it is incurred; and
- (v) any expenditure on any other item in so far as it is in the opinion of the banking company necessary for carrying on the day-to-day administration of the banking company, provided that where the total expenditure on any item in any calendar month exceeds the average monthly expenditure on account of that item during the six calendar months preceding the order of moratorium, or if no expenditure has been incurred on account of that item in the past exceeds a sum of Rs. 250/-, the permission in writing of the Reserve Bank of India shall be obtained before the additional expenditure is incurred;

(b) sell, transfer or otherwise dispose of any of its immovable properties except in pursuance of any agreement entered into by it prior to the close of business on the 9th August 1969.

3. The Central Government hereby also directs that the Bank of Behar Ltd., Patna may, during the period of the moratorium granted to it, make the following further payments, namely, the amounts necessary for repaying loans or advances granted against Government securities or other securities to the Bank of Behar Ltd., Patna by the Reserve Bank of India or the State Bank of India or any of its subsidiaries or by any other bank and remaining unpaid on the date on which the order of moratorium comes into force.

4. The Central Government hereby further directs that during the period of moratorium, the Bank of Behar Ltd., Patna shall be permitted to operate its accounts with the Reserve Bank of India or with any other bank for the purposes

of making the payments aforesaid, provided that nothing in this order shall be deemed to require the Reserve Bank of India or any other bank aforesaid to satisfy itself that the conditions imposed by this order are being observed before any amounts are released in favour of the Bank of Behar Ltd., Patna.

5. The Central Government hereby further directs that the Bank of Behar Ltd., Patna may, during the period of moratorium, return any bills which have remained unrealised to the persons entitled to receive them on a request being made in this behalf by such persons, if the bank has no right or title to, or interest in, such bills.

6. The Central Government hereby also directs that the Bank of Behar Ltd., Patna may release or deliver goods or securities which may be pledged, hypothecated or mortgaged or otherwise charged to it against any loan, cash credit or overdraft—

- (i) in any case in which full payment towards all the amounts due from the borrower or borrowers, as the case may be, has been received by the bank, unconditionally; and
- (ii) in any other case, to such an extent as may be necessary or possible, without reducing the proportions of the margins on the said goods or securities below the stipulated proportions or the proportions which were maintained before the order of moratorium came into force, whichever may be higher.

[No. F. 17(10)-BC/69.]

New Delhi, the 18th August 1969

S.O. 3320.—Statement of the Affairs of the Reserve Bank of India, as on the 1st August 1969.

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital paid-up	5,00,00,000	Notes	49,93,04,000
Reserve Fund	150,00,00,000	Rupee Coin	7,76,000
National Agricultural Credit (Long Term Operations) Fund	155,00,00,000	Small Coin	4 21,000
National Agricultural Credit (Stabilisation) Fund	35,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal	
		(b) External	
National Industrial Credit (Long-Term Operations) Fund	75,00,00,000	(c) Government Treasury Bills	163,01,69,000
		Balances Held Abroad*	155,92,27,000
		Investments**	255,03,37,000
Deposits :—		Loans and advances to :—	
(a) Government		(i) Central Government	
(f) Central Government	53,80,93,000	(ii) State Governments@	11 98,14,000

(i) State Governments	23,76,36,000	Loans and Advances to —	
(b) Banks		(i) Scheduled Commercial Banks†	80,64,85,000
(i) Scheduled Commercial Banks	178,87,87,000	(ii) State Co-operative Banks††	209,91,99,000
(ii) Scheduled State Co-operative Banks	12,94,61,000	(iii) Others	1,92,08,000
(iii) Non-Scheduled State Co-operative Banks	59,24,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(iv) Other Banks	24,56,000	(a) Loans and Advances to :—	
(c) Others	292,87,19,000	(i) State Governments	31,47,69,000
Bills Payable	24,00,22,000	(ii) State Co-operative Banks	16,45,74,000
Other Liabilities	26,01,17,000	(iii) Central Land Mortgage Banks	..
		(b) Investment in Central Land Mortgage Bank Debentures	8,96,93,000
		Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	5,24,19,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank	..
		Other Assets	36,21,49,000
Rupees	1033,12,15,000	Rupees	1033,12,15,000

*Includes Cash, Fixed Deposits and Short-term Securities.

** Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 32,50,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 6th day of August, 1969

An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 1st day of August 1969.
ISSUE DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Notes held in the Banking Department	49,93,04,000	Gold Coin and Bullion :--	
		(a) Held in India	82,53,11,000
		(b) Held outside India	
		Foreign Securities	200,88,70,000
Notes in circulation	3527,38,60,000	TOTAL	383,41,81,000
Total Notes issued	3577,31,64,000	Rupee Coin	71,14,10,000
		Government of India Rupee Securities	3122,75,73,000
		Internal Bills of Exchange and other Commercial Paper	
Total Liabilities	3577,31,64,000	Total Assets	3577,31,64,000

Dated th: 6th day of August 1969.

L. K. JHA,
Governor.

[No. F. 3(3)-BC/69]
K. YESURATNAM, Under Secy.

(Department of Economic Affairs)

CORRIGENDUM

New Delhi, the 5th August 1969

S.O. 3321.—In the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 2581 dated the 25th June, 1969, published on pages 2706-2707 of the Gazette of India, Part II Section 3, Sub-section (ii) dated the 5th July, 1969 :—

- (i) against "Ten rupee" under the heading "Metal composition" for the words "twenty-five" read "twenty". The dots appearing after "per cent" may be deleted.
- (ii) against "One rupee" under the heading "Shape and outside diameter" for the words "22 millimetres" read "28 millimetres". Against the same heading, below the heading "Metal composition" for the word "lead" occurring after "each" read "bead".
- (iii) Under the heading "Designs" relating to the description of "Ten Rupee" coin close the inverted commas after the word "रुपये"
- (iv) Under the heading "Designs" relating to the description of "One Rupee" coin add "भारत" within the space left blank within inverted commas. Also add inverted commas before the words "एक रुपये"
- (v) Under the heading "Designs" relating to the description of "Fifty Paise" coin close the inverted commas after the word "पैसे".
- (vi) Under the heading "Designs" relating to the description of "Twenty Paise" coin for the word "भा" read "रत"

[No. F. 1/27/69-Coin(1).]

M. K. VENKATARAMAN, Under Secy.

MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

New Delhi, the 14th August 1969

S.O. 3322.—In pursuance of rule 6 of the Export of Fish and Fish Products (Inspection) Rules 1964, and in supersession of the Notification of the Government of India in the late Ministry of Commerce No. S.O. 774 dated 6 March 1965, the Central Government hereby appoints the persons mentioned in Column (2) of the Table given below as the panel of expert for the purpose of hearing appeals under the said rule against the decision of the Export Inspection Agency mentioned in the corresponding entry in Column (1) thereof.

Provided that when a member of any of the said panels is personally interested in the subject matter of any appeal, he shall not take part in the proceedings relating to that appeal.

TABLE

Authority against whose decision appeal lies	Place of hearing of appeal and persons constituting the panel of expert to which appeal lies.
(1)	(2)
1. Export Inspection Agency—Cochin	<i>Cochin Region</i> (Covering the States of Kerala, Mysore and the Union territories of the Laccadives, Minicoy and Amindivi Islands). 1. The Chairman, Marine Products Export Promotion Council, M.G. Road, Ernakulam, Cochin.
	Ex-officio Chairman

(1)

(2)

2. The Director
Central Institute of Fisheries Techno-
logy, Ernakulam, Cochin. . Ex-officio
3. The Director of Fisheries . Ex-officio
Govt. of Kerala, Trivandrum.
4. The Director of Fisheries . Ex-officio
Govt. of Mysore, Bangalore.
5. The Nominee,
Sea Food Exporters Association of
India, Thoppumpady, Cochin.
6. The Managing Director . Ex-officio
Kerala Fisheries Corporation Ltd.,
Shanmugam Road,
Ernakulam, Cochin.
7. Shri R. Madhavan Nayar,
Cochin Co. Pvt. Ltd.,
Cochin.
8. The Manager, . Ex-officio
Export Inspection Agency—Cochin, Convener
Manohar Building, M.G. Road, Cochin.

2. Export Inspection Agency—Bombay *Bombay Region.*

(Covering the States of Maharashtra, Gujarat and the Union Territories of Goa, Daman, Diu, Dadra and Nagar Haveli).

1. The Joint Director
(Export Promotion) . Ex-officio
Office of the J.C.C.I. & E., Bombay,
New Marine Lines, C.G.O. Building,
Bombay. Chairman
2. The Director of Fisheries . Ex-officio
Govt. of Maharashtra,
Taraporawala Aquarium,
Netaji Subhas Raod, Bombay
3. The Director of Fisheries . Ex-officio
Govt. of Goa, Daman & Diu
Panjim, Goa.
4. The Officer-in-Charge . Ex-officio
Regional office of the Central Institute
of Fisheries Technology, Sassoon
Docks, Colaba, Bombay.
5. The President, . Ex-officio
Maharashtra Rajya Machimar
Sahakari Sangha Ltd.,
3, Mahatma Phule Fish Market,
Bombay.
6. Dr. S. V. Gokhale,
New India Fisheries, Taiyo House,
Sassoon Docks, Colaba, Bombay.
7. The Dy. Director, Ex-officio
Export Inspection Agency-Bombay,
11/21, Mathew Road (2nd floor).
Bombay-4. Convener

3. Export Inspection Agency—Madras

Madras Region

(Covering the States of Andhra Pradesh and Tamilnadu and the Union Territory of Pondicherry).

1. The Director of Fisheries . Ex-officio
Govt. of Tamilnadu,
Administrative Office Bldg., Madras. Chairman

(1)

(2)

- | | |
|---|------------|
| 2. The Director of Fisheries
Govt. of Andhra Pradesh,
Hyderabad. | Ex-officio |
| 3. The Deputy Director,
(Export Promotion)
Office of the J.C.C.I & E.,
Madras. | Ex-officio |
| 4. The Sr. Marketing Officer, Directorate
of Marketing and Inspection Southern
Region, Sastri Bhavan, Madras. | Ex-Officio |
| 5. Shri Y. M. Elias,
Indo-Marine Agencies (Tamilnadu),
Madras. | |
| 6. The Manager,
Export Inspection Agency-Madras,
123, Mount Road,
Madras-6. | Ex-officio |

4. Export Inspection Agency—Calcutta *Calcutta Region*

(Covering the States of Assam, Bihar, Orissa, West Bengal and Nagaland and the Union Territories of Manipur and Tripura, the Andaman and Nicobar Islands and Part-B Tribal area in the State of Assam)

- | | |
|--|----------------------------|
| 1. Dr. A. N. Bose,
Professor, Food Technology,
Jadavpur University, Calcutta | Chairman |
| 2. The Director of Fisheries
Govt. of West Bengal,
Calcutta. | Ex-officio |
| 3. The Director of Fisheries
Govt. of Orissa
Bhubaneswar. | Ex-Officio |
| 4. The officer-in-charge,
Central Inland Fisheries
Research Station,
Barrackpore, 24-Parganas. | Ex-officio |
| 5. Shri G. R. Kassamali,
P.O. Box 11229,
Calcutta. | |
| 6. The Deputy Director,
Export Inspection Agency-Calcutta
World Trade Centre
14/1-B, Ezra Street (10th floor),
Calcutta. | Ex-officio

Convener |

5. Export Inspection Agency—Delhi. *Delhi Region*

(Covering the States of Uttar Pradesh, Rajasthan, Punjab, Haryana, Jammu & Kashmir, Madhya Pradesh and the Union Territories of Delhi, Chandigarh and Himachal Pradesh).

- | | |
|--|----------------------------|
| 1. The Dy. Commissioner
(Fisheries Research),
Indian Council of Agricultural
Research,
Krishi Bhavan, New Delhi. | Ex-officio

Chairman |
| 2. The Director of Fisheries
Govt. of Punjab, Chandigarh. | Ex-officio |

(1)

(2)

- | | |
|---|----------------------------|
| 3. Shri M. K. B. Bhatnagar,
Deputy Director (Export Promotion),
Ministry of Foreign Trade & Supply,
Udyog Bhavan, New Delhi. | |
| 4. The Deputy Director,
Export Inspection Agency, Delhi
6-B/9, Northern Extension Area,
Rajinder Nagar New, Delhi | Ex-officio

Convener |

2. The quorum of the panel shall be three.

[No. F. 60 (2)/Exp. Insp. (67).]

S.O. 3323.—In pursuance of rule 6 of the Export of Drog Legs (Inspection) Rules, 1965, and in supersession of the Notification of the Government of India in the late Ministry of Commerce S.O. 492, dated 11 February 1966, the Central Government hereby appoints the persons mentioned in Column (2) of the Table given below as the panel of experts for the purpose of hearing appeals under the said rules against the decision of the Export Inspection Agency mentioned in the corresponding entry in Column (1) thereof:

Provided that when a member of any of the said panels is personally interested in the subject matter of any appeal, he shall not take part in the proceedings relating to that appeal.

TABLE

Authority against whose decision appeal lies	Place of hearing of appeal and persons constituting the panel of experts to which appeal lies
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(1)

(2)

- | | |
|----------------------------------|---|
| Export Inspection Agency-Cochin. | <i>Cochin Region</i>
(Covering the States of Kerala, Mysore and the Union territories of the Laccadives, Minicoy and Amindivi Islands) |
| | 1. The Chairman
Marine Products Export Promotion
Council,
M. G. Road, Ernakulam,
Cochin. Ex-officio
Chairman |
| | 2. The Director,
Central Institute of Fisheries Technology,
Ernakulam,
Cochin. Ex-officio |
| | 3. The Director of Fisheries
Govt. of Kerala,
Trivandrum. Ex-officio |
| | 4. The Director of Fisheries,
Government of Mysore,
Bangalore. Ex-officio |
| | 5. The Nominee,
Sea Food Exporters Association of India,
Thoppumpady,
Cochin. |
| | 6. The Managing Director
Kerala Fisheries Corporation
Ltd.,
Shanmugam Road,
Ernakulam, Cochin. Ex-officio |

(1)

(2)

2. Export Inspection Agency
Bombay

7. Shri R. Madhavan Nayar,
Cochin Co. Pvt. Ltd.,
Cochin.
8. The Manager, Ex-officio
Export Inspection Agency,
Cochin, Manohar Building M.G. Road, Convener
Chocin.

Bombay Region

(Covering the States of Maharashtra,
Gujarat and the Union Territories of
Goa, Daman, Diu, Dadar and Nagar
Haveli)

1. The Joint Director
Export Promotion Ex Officio
Office of the J.C.C.I. E., Bombay,
New Marine lines
C.G.O. Building,
Bombay. Chairman
2. The Director of Fisheries,
Govt. of Maharashtra,
Taraporawala Aquarium,
Netaji Subhas Road,
Bombay. Ex-officio
3. The Director of Fisheries Ex-officio
Govt. of Goa, Daman & Diu,
Panjim, Goa.
4. The Officer-in-charge, Ex-officio
Regional Office of the Central
Institute of Fisheries
Technology, Sassoon Docks,
Colaba, Bombay.
5. The President, Ex-officio
Maharashtra Rajya Machimar
Sahakari Sangha Ltd.,
3, Mahatma Phule Fish Market,
Bombay.
6. Dr. S.V. Gokhale ,
New India Fisheries, Taiyo House,
Sassoon Docks, Colaba,
Bombay.
7. The Dy. Director, Ex-officio
Export Inspection Agency-Bombay,
11/21, Mathew Road (2nd floor),
Bombay-4. Convener

3. Export Inspection Agency-
Madras.*Madras Region.*

(Covering the States of Andhra Pradesh
and Tamilnadu and the Union terri-
tory of Pondicherry).

1. The Director of Fisheries Ex-officio
Govt. of Tamilnadu,
Administrative Office Bldg.,
Madras. Chairman
2. The Director of Fisheries Ex-officio
Govt of Andhra Pradesh,
Hyderabad.
3. The Dy. Director (Export Promotion) Ex-officio
Office of the J.C.C.I. & E.,
Madras.

(1)	(2)
4. Export Inspection Agency - Calcutta.	<p>4. The Sr. Marketing Officer Directorate of Marketing and Inspection, Southern Region, Sastri Bhavan, Madras. <i>Ex-officio</i></p> <p>5. Shri Y. M. Elias, Indo-Marine Agencies (Tamiluadu) Madras.</p> <p>6. The Manager, . . . <i>Ex-officio</i> Export Inspection Agency-Madras, 123, Mount Road, Madras-6. Convener</p> <p><i>Calcutta Region.</i> (Covering the States of Assam, Bihar, Orissa, West Bengal and Nagaland and the Union Territories of Manipur and Tripura, the Andaman and Nicobar Islands and Part-B Tribal area in the State of Assam).</p> <p>1. Dr. A. N. Bose, Professor, Food Technology, Jadavpur University, Calcutta Chairman</p> <p>2. The Director of Fisheries, . . . <i>Ex-officio</i> Government of West Bengal, Calcutta.</p> <p>3. The Director of Fisheries, . . . <i>Ex-officio</i> Government of Orissa, Bhubaneswar.</p> <p>4. The Officer-in-charge, . . . <i>Ex-officio</i> Central Inland Fisheries Research Station, Barackpore, 24, Parganas.</p> <p>5. Shri G. R. Kassamali, P. O. Box 11229, Calcutta.</p> <p>6. The Deputy Director, . . . <i>Ex-officio</i> Export Inspection Agency-Calcutta, World Trade Centre, 14/1-B, Ezara Street (10th floor), Calcutta. Convener</p>
5. Export Inspection Agency-Delhi.	<p><i>Delhi Region</i> (Covering the States of Uttar Pradesh, Rajasthan, Punjab, Haryana, Jammu & Kashmir, Madhya Pradesh and the Union Territories of Delhi, Chandigarh and Himachal Pradesh).</p> <p>1. The Dy. Commissioner . . . <i>Ex-officio</i> (Fisheries Research), Indian Council of Agricultural Research, Krishi Bhavan, New Delhi Chairman</p> <p>2. The Director of Fisheries, . . . <i>Ex-officio</i> Govt. of Punjab, Chandigarh.</p> <p>3. Shri M.K.B. Bhatnagar, Deputy Director (Export Promotion), Ministry of Foreign Trade & Supply, Udyog Bhavan, New Delhi.</p>

(1)

(2)

4. The Deputy Director, . . . Ex-officio
Export Inspection Agency-Delhi,
6/B/9, Northern Extension Area,
Rajinder Nagar,
New Delhi Convener

2. The quorum of the panel shall be three.

[No. F. 60 (39)/Exp. Insp./67.]
M. K. B. BHATNAGAR,
Dy. Director (Export Promotion).

(Office of the Joint Chief Controller of Imports and Exports)
(Central Licensing Area)

ORDER

New Delhi, the 30th July 1969

S.O. 3324.—Licence No. P/SS/1612440/C dated 11th December, 1968, for Rs. 8090 for Plastic Moulding Powder etc., was issued to M/s. Nirmal Industries, Village Mohali, P.O. Badheri, Tehsil Kharar, Distt. Rupar (Pb.).

2. Thereafter, a show cause notice No. N-16/68/ENF/CLA/662 dated 22nd April, 1969, was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the Central Government is satisfied that the licence will not serve the purpose for which it was granted, in terms of Clause 9, sub-clause (cc) of Imports (Control) Order, 1955, as amended.

3. In response to the aforesaid show cause notice M/s. Nirmal Industries, Distt., Rupar (Punjab) had, by their letter dated 6th May, 1969, furnished a detailed explanation and had also asked for personal hearing with the undersigned which was allowed to their representative on 8th May, 1969. In their said reply and at the time of personal hearing, the firm contended that their factory is in existence as inspected by the Director of Industries, Punjab.

4. The undersigned has carefully examined the said representation in consultation with the Director of Industries, Punjab and has come to the conclusion that their factory is not fully equipped and as such the licence granted will not serve the purpose for which it was granted.

5. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9 sub-Clause (cc) of the Imports (Control) Order, 1955, as amended hereby cancel the licence No. P/SS/1612440/C dated 11th December, 1968, for Rs. 8,090 for Plastic Moulding powder etc., issued in favour of M/s. Nirmal Industries, Village Mohali, P.O. Badheri, Tehsil Kharar, Distt. Rupar (Punjab).

[No. N-16/68/ENF/CLA/3809.]

RAM MURTI SHARMA,
Jt. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 8th August 1969

S.O. 3325.—Chelmsford Club Ltd., Raisina Road, New Delhi were granted an import licence No. P/A/1298604/C/XX/28/H/27-28 dated 9th August, 1968 for

Rs. 3,000/- (Rupees three thousand only) for the import of whisky excluding gin & beer. They have applied for the issue of a duplicate exchange control copy of the said licence on the ground that the original exchange control copy of the said licence has been lost/misplaced. It is further stated that the said licence has been utilized partly to the extent of Rs. 1,500/-. The balance available on it is Rs. 1,500 (one thousand and five hundred only).

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original exchange control copy of the said licence has been lost/misplaced. Therefore, in exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order 1955 dated 7th December, 1955 as amended, the said original exchange control copy of licence No. P/A/1298604/C/XX/28/H/27-28, dated 9th August, 1968 issued to Chelmsford Club Ltd., New Delhi is hereby cancelled.

3. A duplicate exchange control copy of the said licence is being issued separately to the licensee.

[No. Club/7/AM-69/ILS/1669.]

T. M. B. NADUNGADI,

Joint Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 14th August 1969

S.O. 3326.—M/s. Hindustan Precision Instruments (P) Ltd., Bombay were granted licence No. P/RM/2162877 dated 26th March, 1968, from G.C.A. for import of Components as per list attached with the licence valued at Rs. 40,000. They have requested for the issue of duplicate Exchange Control copy of the licence on the ground that the original Exchange Control copy of the licence has been lost by them. It has been further reported by the licensee that the same was lost after being utilised for Rs. 36,707.25. The licence has been registered with Collector of Customs, Bombay.

In support of their contention the applicant have filed an affidavit. The undersigned is satisfied that the original Exchange control copy of the licence No. P/RM/2162877 dated 26th March, 1968, has been lost and directs that in duplicate Exchange Control copy of the said licence should be issued to them. The original Exchange control copy is cancelled. A duplicate copy of the licence is being issued separately.

[No. M. & I-241/67-68/26(1)/RM4/1644.]

Sd./- Illegible.

Dy. Chief Controller of Imports and Exports.

MINISTRY OF EDUCATION AND YOUTH SERVICES

New Delhi, the 5th July 1969

S.O. 3327.—In the matter of the Charitable Endowments Act, 1890.

AND

In the matter of the Jonnagadla Ranglah Chetty Collegiate Scholarships Endowment Fund at Madras.

Whereas in the Government of Madras Notification G.O. Mis. No. 778-Edn. dated the 18th May, 1945 a Scheme had been instituted for the administration of the aforementioned Fund for award of a scholarship to one student from each of the four principal castes studying in the Arts Colleges of the former Province of Madras.

And whereas each of the scholarships of the value of Rs. 270/- per annum was to be awarded in the first instance to the students of the aforementioned categories studying in the Junior Intermediate or the Pre-University Class, and to

be continued until the student completes the B.A. or B.Sc. (Pass or Honours) course

And whereas under the scheme, the Director of Public Instruction, Madras had originally been appointed administrator of the Scheme and the properties of the Fund for purposes of the Scheme vested in the Treasurer of Charitable Endowments for Madras.

And whereas by Government of India in Ministry of Home Affairs notification No. 24/8/56-Judl. II (ii) dated January 19, 1959, the properties of the Fund for purposes of the scheme came to be vested in the Treasurer of Charitable Endowments for India.

And whereas consequent on the bifurcation of the Directorate of Public Instruction, Madras into the Directorate of Collegiate Education, Madras and the Directorate of Secondary Education, Madras, the former had been made responsible for administering the Scheme, as under the Government of Madras G. O. Ms. No. 1591-Edn., dated the 31st August, 1965.

And whereas the Director of Collegiate Education, Madras has made an application to this effect, and the same has been recommended by the Government of Tamil Nadu,

Now, therefore, in exercise of the powers conferred under sub-section (2) of section 5 of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government hereby makes the following amendment in the Scheme, namely:—

In the said scheme, in clause 2, for the words "The Director of Public Instruction", the words "The Director of Collegiate Education, Tamil Nadu" shall be substituted.

[No. F.8-69/68-U.I.]

A.D. GULATI,

Assistant Educational Adviser

सिवाई और विद्युत संश्लेष

नई दिल्ली, 11 जुलाई, 1968

का० प्र० 3328:—मौलिक नियम के नियम 45 के उपबन्धों के अनुसरण में, राष्ट्रपति भारत सरकार के वित्त विभाग के पत्र सं० 104 सी० एस० आर०, तारीख 4 फरवरी, 1922 के साथ जारी किए गए अनुपूरक नियमों में एतद्वारा निम्नलिखित अतिरिक्त संशोधन करते हैं, अर्थात्—

उक्त नियम के भाग 8 में प्रभाग XXVI -प के पश्चात निम्नलिखित प्रतिस्थापित किया जाएगा ।

प्रभाग XXVI

केन्द्रीय जल और विद्युत अनुसंधान स्टेशन पूना के निदेशक के प्रशासनिक नियंत्रण के अधीन के आफिसरों और कर्मचारिवृन्द को निवास स्थानों का आबंटन

संक्षिप्त नाम और लागू होना—आ० रि० 317-फ-1

(1) ये नियम केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना निवास-स्थानों का आबंटन नियम, 1965 कहे जा सकेंगे ।

(2) ये केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना के निदेशक के व प्रशासन नियंत्रण के अधीन के आफिसरों और कर्मचारिवृन्द को आबंटन के लिए सभी निवास-काभनों को लागू होंगे ।

परिभाषा-अ० नि० 317-प-2 : इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

- (क) 'आवंटन' से इन नियमों के उपबन्धों के अनुसार किसी निवास-स्थान को अधिभोग में रखने के लिए अनुज्ञप्ति का प्रदान अभिप्रेत है ;
- (ख) 'आवंटन वर्ष' से पहली जनवरी से प्रारम्भ होने वाला वर्ष या ऐसी अन्य कालावधि अभिप्रेत है, जो राष्ट्रपति द्वारा समय-समय पर अधिसूचित की जाए ;
- (ग) 'निवेशक' से केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना का निवेशक या उसकी ओर से हस्ताक्षर करने के लिए उसके द्वारा प्राधिकृत कोई आफिसर अभिप्रेत है ;
- (घ) 'उपलब्धियाँ' (i) से आवंटन के प्रयोजन के लिए, मौलिक नियम 9(21) (क) में परिभाषित वेतन अभिप्रेत है, और (ii) भाटकों की वसूली के प्रयोजन के लिए उनका वही अर्थ है जो मौलिक नियम 45-ग में दिया गया है ।

स्पष्टीकरण :—किसी ऐसे आफिसर की दशा में, जो निलंबित है, उस आवंटन वर्ष के, जिसमें उसे निलंबित रखा गया है, प्रथम दिन से उसके द्वारा ली गई उपलब्धियाँ, या यदि वह आवंटन वर्ष के प्रथम दिन को निलंबित रखा गया है तो, उस तारीख के ठीक पूर्व उसके द्वारा ली गई उपलब्धियाँ, उपलब्धियाँ समझी जाएंगी ।

- (ङ) 'कुटुम्ब' से, यथास्थिति, पत्नी या पति, और बच्चे, सौतेले बच्चे, वैध रूप से दत्तकगृहीत बच्चे, माता-पिता, भाई या बहन, जो मामूली तौर पर आफिसर के साथ निवास करती है और उस पर आश्रित है ;
- (च) 'सरकार' से केन्द्रीय सरकार अभिप्रेत है ;
- (छ) 'आफिसर' से केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना में नियोजित सभी व्यक्ति, चाहे वे आफिसर हों या न हों, अभिप्रेत है और उसके अन्तर्गत आते हैं ;
- (ज) 'भाटक' से इन नियमों के अधीन आवंटित किसी निवास-स्थान की आवत मौलिक नियमों के उपबन्धों के अनुसार मासिक संदेय धन-राशि अभिप्रेत है ;
- (झ) 'निवास-स्थान' से कोई ऐसा निवास-स्थान अभिप्रेत है जो तत्समय केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना के प्रशासनिक नियंत्रण में हों ;
- (ञ) 'उप-पट्टे पर देना' के अन्तर्गत आवंटनी द्वारा किसी अन्य व्यक्ति के साथ, ऐसे अन्य व्यक्ति द्वारा भाटक दे कर या न देकर, निवास-स्थान में शिरकत करना आता है ;

स्पष्टीकरण :—किसी आवंटनी द्वारा निकट नातेदारों या अकस्मात आ जाने वाले अतिथियों के साथ निवास-स्थान में शिरकत करना उप-पट्टे पर दिया जाना नहीं समझा जाएगा ।

- (ट) 'अस्थायी अन्तरण' से ऐसा अन्तरण अभिप्रेत है जिसमें चार मास से अनधिक कालावधि तक की अनुपस्थिति अन्तर्ग्रस्त हो ;
- (ठ) 'टाइप में निवास-स्थान के सम्बन्ध में निवास-स्थान का ऐसा टाइप अभिप्रेत है जो तत्समय अ० नि० 317-प-3 में विनिर्दिष्ट है ;
- (ड) किसी आफिसर की 'पूर्विकता तारीख' से, निवास स्थान के उस टाइप के सम्बन्ध में जिसके लिए वह अ० नि० 317-प-3 के उपबन्धों के अधीन पात्र है, वह सब से पहले की तारीख अभिप्रेत है जिससे वह केन्द्रीय सरकार या राज्य सरकार के अधीन या

परसेवा में के पद में किसी विशिष्ट टाइप या उच्चतर टाइप से सुसंगत उपलब्धियां, छुट्टी-कालावधियों पर होने के सिवाय, निरन्तर लेता रहा है ;

परन्तु टाइप II, टाइप III या टाइप IV के निवास-स्थान की बाबत, वह तारीख, जिससे आफिसर केन्द्रीय सरकार या राज्य सरकार के अधीन सेवा में, जिसके अन्तर्गत पर-सेवा की कामावधि आती है, निरन्तर रहा है, उस टाइप के लिए उसकी पूर्विकता-तारीख होगी ;

परन्तु यह और भी जहां कि दो या अधिक आफिसरों की पूर्विकता-तारीख एक ही हो वहां, उनमें ज्येष्ठता उपलब्धियों की रकम के आधार पर अवधारित की जाएगी अर्थात् अधिक उपलब्धियां प्राप्त करने वाले आफिसर की अपेक्षा अधिमान दिया जाएगा और जहां कि उपलब्धि बराबर हों वहां पूर्विकता तारीख सेवावधि के आधार पर अवधारित की जाएगी ।

निवास-स्थान का वर्गीकरण प्र० नि० 317-प-3 :—इन नियमों द्वारा अन्यथा उपबन्धित के सिवाय, नीचे की सारणी के स्तम्भ 2 में विनिर्दिष्ट उपलब्धियां लेने वाले आफिसर उस टाइप के निवास स्थानों के आबंटन के पात्र होंगे जो उसके स्तम्भ 1 में तत्स्थानी प्रविष्टियों में दर्शित हैं :

निवास-स्थान का टाइप	उस आबंटन वर्ष के, जिसमें आबंटन किया जाता है, प्रथम दिन से आफिसर की मासिक उपलब्धियां
I	110 रुपये से न्यून
II	250 रुपये से न्यून किन्तु 110 रुपये से अन्यून
III	400 रुपये से न्यून किन्तु 250 रुपये से अन्यून
IV	700 रुपये से न्यून किन्तु 400 रुपये से अन्यून
V	1300 रुपये से न्यून किन्तु 700 रुपये से अन्यून
VI	2250 रुपये से न्यून किन्तु 1300 रुपये से अन्यून
V	2250 रुपये और उससे ऊपर

आबंटन के लिए अर्हता प्र० नि० 317-प-4 :—हर आफिसर, जो इन नियमों के अधीन कोई आबंटन कराने या चालू रखने की वांछा रखता है, इस निमित्त उस के पहले आवेदन के अतिरिक्त जो कर्तव्य पर रिपोर्ट करने के एक मास के भीतर किया जाएगा, इन नियमों के परिशिष्ट में उपबन्धित प्ररूप 'क' में निदेशक को आवेदन प्रति वर्ष इस प्रकार भेजेगा कि वह प्रति वर्ष पहली जनवरी के पश्चात् उस के पास पहुंच जाए ।

निवास-स्थानों का आबंटन—प्र० नि० 317-प-5 (1) इन नियमों में अन्यथा उपबन्धित के सिवाए खाली होने पर कोई निवास-स्थान निम्नलिखित शर्तों के अध्वधीन रहते हुए, निदेशक द्वारा ऐसे आवेदक को आबंटित किया जाएगा जिसकी निवास-स्थान के उस टाइप के लिए पूर्विकता-तारीख सब से पहले की हो—

- (i) निदेशक उस टाइप से, जिसके लिए आवेदक पात्र है, ऊपर के टाइप का निवास स्थान आबंटित नहीं करेगा ।
- (ii) निदेशक किसी भी आवेदक को उस टाइप से, जिसके लिए वह पूर्वोक्त नियम के अधीन पात्र है, नीचे के टाइप का निवास-स्थान स्वीकार करने के लिए विवश नहीं करेगा ।

(2) यदि किसी आफिसर के अधिभोग में के किसी निवास-स्थान का खाली कराया जाना अपेक्षित हो तो निदेशक उस आफिसर के विद्यमान आबंटन को रद्द कर सकेगा और उसे उसी टाइप का आनुकल्पिक निवास-स्थान या आपाती परिस्थितियों में उस टाइप के निवास-स्थान से, जो उस आफिसर के अधिभोग में है, ठीक नीचे के टाइप का अनुकल्पिक निवास-स्थान आबंटित कर सकेगा।

पति और पत्नी को आबंटन—अ० नि० 317-4-6 :—यदि किसी आफिसर को, यथास्थिति, पत्नी या पति को पहले ही कोई निवास-स्थान आबंटित किया जा चुका है तो उस आफिसर को इन नियमों के अधीन कोई निवास-स्थान आबंटित नहीं किया जाएगा।

आबंटन को स्थापना को अस्वीकृत करना या स्वीकार कर लेने के पश्चात् अर्बंटित निवास-स्थान को अधिभोग में ले लेने में असफलता अ० नि० 317-4-7 :—यदि कोई आफिसर आबंटन विषयक पत्र की प्राप्ति की तारीख से पांच दिन के भीतर निवास-स्थान का आबंटन स्वीकार करने में असफल रहता है या स्वीकार कर लेने के पश्चात् आठ दिन के भीतर उस निवास-स्थान का कब्जा लेने में असफल रहता है, तो वह आबंटन विषयक पत्र की तारीख से छह मास की कालावधि तक दूसरे आबंटन के लिए पात्र नहीं होगा।

कालावधि जिन्हें लिये आबंटन अस्तिस्वयं ल रहता है और उसे आगे तक प्रतिधारित करने के लिए रियायती कालावधि अ० नि० 317-4-8 (1) आबंटन उस तारीख से प्रभावी होगा जिसको वह आफिसर द्वारा स्वीकार कर लिया जाता है और तब तक प्रवृत्त बना रहेगा जब तक कि—

- (क) आफिसर के, पूना में किसी पात्र कार्यालय में कर्तव्य पर न रह जाने के पश्चात् उपखंड (2) के अधीन अनुज्ञेय रियायती कालावधि का अवमान नहीं हो जाता; अथवा
- (ख) उसे इन नियमों के किसी उपबन्ध के अधीन निदेशक द्वारा रद्द नहीं कर दिया जाता या रद्द कर दिया गया समझा नहीं जाता; अथवा
- (ग) उससे आफिसर द्वारा अध्वपित नहीं कर दिया जाता; अथवा
- (घ) आफिसर निवास-स्थान को अधिभोग में रखना बन्द नहीं कर देता।

(2) किसी आफिसर को आबंटित निवास-स्थान उपनियम (3) के उपबन्धों के अध्वधीन रहते हुए, नीचे की सारणी के स्तम्भ में विनिर्दिष्ट घटनाओं में से किसी के घटित होने पर, उसके स्तम्भ 2 की तत्स्थानी प्रविष्टि में विनिर्दिष्ट कालावधि के लिए प्रतिधारित रखा जा सकेगा, परन्तु यह तब जब कि निवास-स्थान आफिसर या उसके कुटुम्ब के सदस्यों के वास्तविक उपयोग के लिए अपेक्षित हो।

घटनाएं

निवास-स्थान प्रतिधारित रखने
के लिए अनुज्ञेय कालावधि

1

2

- | | |
|--|-------|
| (1) पदत्याग, पदच्युति, हटाया जाना वा सेवाओं का पर्यवसान | 1 मास |
| (2) निवृत्ति या सेवान्त छुट्टी | 2 मास |
| (3) आबंटित की मृत्यु | 4 मास |
| (4) निवास-स्थान के आबंटन के स्टेशन से बाहर के किसी स्थान को अन्तरण | 2 मास |

- | | |
|--|---|
| (5) भारत में परसेवा पर जाने पर | 2 मास |
| (6) भारत में अस्थायी अन्तरण या भारत से बाहर के किसी स्थान को अन्तरण | 4 मास |
| (7) छुट्टी (निवृत्ति—पूर्व छुट्टी, नामजूरी छुट्टी, सेवात छुट्टी, चिकित्सीय छुट्टी या अध्ययनार्थ छुट्टी से भिन्न) | छुट्टी की कालावधि के लिए किन्तु 4 मास से अनधिक के लिए । |
| (8) निवृत्ति—पूर्व छुट्टी या मो० नि० 86 के अधीन स्वीकृत नामजूर छुट्टी | पूरे औसत वेतन पर छुट्टी की पूरी कालावधि के लिए किन्तु अधिक से अधिक चार मास तक जिसके अन्तर्गत निवृत्त की दशा में अनुज्ञेय कालावधि भी सम्मिलित है । |
| (9) भारत के बाहर अध्ययनार्थ छुट्टी या प्रतिनियुक्ति | छुट्टी की कालावधि के लिए किन्तु 6 मास से अनधिक के लिए । |
| (10) भारत में अध्ययनार्थ छुट्टी | छुट्टी की कालावधि के लिए किन्तु 6 मास से अनधिक के लिए । |
| (11) चिकित्सीय आधार पर छुट्टी | छुट्टी की पूरी कालावधि के लिए । |
| (12) प्रशिक्षण के लिए जाने पर | प्रशिक्षण की पूरी कालावधि के लिए । |
| (13) पूना में अपात कार्यालय को अन्तरण | दो मास । |

स्पष्टीकरण:—उस दशा में जहाँ कि अन्तरण और छुट्टी साथ मिला दी गई हो, यदि छुट्टी की कालावधि दो मास से अधिक हो, तो, अन्तरण के लिए कोई अतिरिक्त रियायती कालावधि अनुज्ञेय न होगी ।

(3) जहाँ कि कोई निवास-स्थान उपनियम 7(2) के उपबन्धों के अधीन प्रतिधारित किया जाता है वहाँ, आवंटन अनुज्ञेय रियायती कालावधि के अवसान पर रद्द कर दिया गया समझा जाएगा जब तक कि वह आफिस उस कालावधि के अवसान पर तुरन्त ही केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना में कर्तव्य पुनः ग्रहण नहीं कर लेता ।

(4) उपनियम (2) में अन्तर्विष्ट उपबन्धों के होते हुए भी, केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना की सेवा में रहते हुए किसी आवंटनी की मृत्यु की दशा में वह निवास-स्थान जो ऐसे आवंटनी के अधिभोग में था, मृतक के कुटुम्ब के किसी सदस्य को, पात्रता के अध्याधीन रहते हुए आवंटित किया

जाएगा परन्तु यह तब जबकि ऐसा सबस्य उक्त स्टेशन पर नियोजित है और जहां कि ऐसा सबस्य उस विनिर्दिष्ट टाइप के लिए पत्र नहीं है जिस टाइप का वह निवास-स्थान है, तो उसे उस टाइप का निवास-स्थान आवंटित किया जाएगा जिसके लिए वह हकदार है।

(5) कोई आफिसर, जो उपनियम (2) के नीचे की सारणी की मद (i) या मद (ii) के अधीन रियायत के आधार पर निवास-स्थान प्रतिधारित रखता है, केन्द्रीय जल और विद्युत अनुसंधान स्टेशन, पूना में उक्त सारणी में विनिर्दिष्ट कालावधि के भीतर पुनर्नियोजन पर वह निवास-स्थान प्रतिधारित रखने के लिए हकदार होगा और इन नियमों के अधीन निवास-स्थान के किसी और आवंटन के लिए भी पात्र होगा :

परन्तु यदि ऐसे पुनर्नियोजन पर आफिसर की उपलब्धियां उसके द्वारा अधिभोग में रखे गए निवास-स्थान के टाइप के लिए उसे हकदार नहीं बनाती, तो उसे समुचित टाइप का निवास-स्थान आवंटित किया जाएगा।

आवंटन का अभ्यर्पण और सचना की कालावधि अ० नि० 317-फ-9

कोई आफिसर किसी भी समय ऐसी प्रज्ञापना देकर जो निवास-स्थान खाली करने की तारीख से कम से कम बस दिन पूर्व निदेशक के पास पहुंच जाय कोई भी आवंटन अभ्यर्पित कर सकेगा। निवास-स्थान का आवंटन उस दिन के, जिस दिन निदेशक पत्र प्राप्त करता है, पश्चात् दसवें दिन से, या पत्र में विनिर्दिष्ट तारीख से, जो भी पश्चात्पूर्वी हो, रद्द किया गया समझा जाएगा।

भाटक और निवास-स्थान, फर्नीचर, आदि के नुकसान के लिए आवंटितों का उत्तरदायित्व अ० नि० 317-फ-10

वह आफिसर, जिसे निवास-स्थान आवंटित किया गया है, उस कालावधि के लिए जिसके लिए निवास-स्थान आवंटित किया गया है और आवंटित रहता है, उसके भाटक के लिए और झुंजु बिसाई से परे, उसे, उसमें सरकार द्वारा उपबन्धित फिक्स्चर या फिटिंग्स या सेवाओं को कारित किसी नुकसान के लिए व्यक्तिगत रूप से दायी होगा।

भाटक के सम्बन्ध में उपबन्ध—अ० नि० 317-फ-11-(1) जहां कि वास-सुविधा का या आनुकूलिक वास-सुविधा का आवंटन स्वीकार कर लिया गया है, वहां, भाटक के लिए दायित्व अधिभोग की तारीख से या आवंटन की प्राप्ति की तारीख के आठवें दिन से जो भी पहले पड़े प्रारम्भ होगा।

(2) ऐसे आफिसर पर जो स्वीकृति के पश्चात् आवंटन विषयक पत्र की प्राप्ति की तारीख से आठ दिन के भीतर कब्जा लेने में असफल रहता है ऐसी तारीख से एक मास की कालावधि तक या उसी वास-सुविधा के पुनः आवंटित किए जाने की तारीख तक जो भी पहले पड़े भाटक प्रभारित किया जाएगा।

(3) जहां कि किसी आफिसर को जिसके अधिभोग में कोई निवास-स्थान है कोई अन्य निवास-स्थान आवंटित किया जाता है, और वह नए निवास-स्थान को अधिभोग में ले लेता है वहां पहले निवास-स्थान का आवंटन नए निवास-स्थान के अधिभोग की तारीख से रद्द किया गया समझा जाएगा। किन्तु वह घर बदलने के लिए पहले निवास-स्थान को उक्त तारीख के लिए और उसके पश्चात्पूर्वी दिन के लिए बिना भाटक दिए प्रतिधारित रख सकेगा।

अस्थायी सरकारी सेवकों द्वारा प्रतिभू बन्धपत्र का निष्पादित किया जाना—अ० नि० 317-फ-12 :

जहां कि वह आफिसर जिसे निवास-स्थान आवंटित किया जाता है अस्थायी सरकारी सेवक है वहां वह ऐसे निवास-स्थान की बाबत अपने द्वारा संदेश भाटक और अन्य प्रभारों के सम्बन्ध संवाद के

लिए समान या तुल्य प्रास्थिति के केन्द्रीय सरकार के स्थायी सेवक का इन नियमों के परिशिष्ट में उप-बन्धित प्रारूप 'ख' में विनिर्दिष्ट प्रारूप में एक प्रतिभू-बन्धपत्र देगा।

निवास-स्थान का अनुरक्षण अ० नि० 317-फ-13 :

वह आफिसर जिसे कोई निवास-स्थान आवंटित किया गया है, निवास-स्थान और परिवार को यथास्थिति, निदेशक, केन्द्रीय सार्वजनिक निर्माण विभाग और पूना नगर निगम को समाधानप्रद रूप में स्वच्छ दशा में अनुरक्षित रखेगा।

निवास-स्थानों का उप-पट्टे पर दिया जाना और उनमें शिरकत करना-अ० नि० 317-फ-14

(1) वह आफिसर जिसे सरकारी वास-सुविधा आवंटित की गई है यदि ऐसी वांछा करे तो, किसी अन्य पात्र आफिसर के साथ निवास-स्थान में शिरकत कर सकेगा या उसे उप-पट्टे पर दे सकेगा किन्तु उस दशा में निवास-स्थान में शिरकत किए जाने का तथ्य शिरकत करने वाले के नाम पदनाम और नियोजन-स्थान सहित निदेशक को दो मास के भीतर संसूचित करेगा।

(2) कोई भी आफिसर अपना संपूर्ण निवास-स्थान उप-पट्टे पर नहीं देगा।

(3) कोई आफिसर जो अपने निवास-स्थान में शिरकत करता है या उसे उप-पट्टे पर देता है ऐसा अपनी जोखिम और उत्तरदायित्व पर करेगा और संदेय किसी भाटक के लिए तथा निवास-स्थान को कारित किसी नुकसान के लिए व्यक्तिगत रूप से उत्तरदायी होगा।

नियमों और शर्तों के भंग के परिणाम : अ० नि० 317-फ-15 :

(1) यदि कोई आफिसर जिसे निवास-स्थान आवंटित किया गया है, निवास-स्थान को अप्राधिकृत रूप से उप-पट्टे पर देता है या शिरकत करने वाले से ऐसी दर पर भाटक लेता है जिसे निदेशक अत्याधिक समझता है या निवास-स्थान के किसी भाग में कोई अप्राधिकृत संरचना परिनिर्मित करता है या निवास-स्थान या उसके किसी प्रभाग का उस प्रयोजन से भिन्न प्रयोजन के लिए उपयोग करता है, जिसके लिए वह अभिज्ञ है, या विद्युत या जल-योजन के साथ गड़बड़ करता है, या आवंटन सम्बन्धी नियमों या निर्बन्धनों और शर्तों को किसी अन्य प्रकार से भंग करता है या निवास-स्थान या परिसर का किसी ऐसे प्रयोजन के लिए उपयोग करता है या निवास-स्थान या परिसर का उपयोग अनुज्ञात करता है, या सहन करता है जिसे निदेशक अनुचित समझता है, या ऐसी रीति से आचरण करता है जिससे निदेशक की राय में उसके पड़ोसियों के साथ सामंजस्यपूर्ण सम्बन्ध बनाए रखने पर प्रतिकूल प्रभाव पड़ता है या जिसने आवंटन प्राप्त करने की दृष्टि से किसी आवेदन या लिखित विवरण में जानबूझकर गलत जानकारी दी है, तो निदेशक, किसी अन्य अनुशासनिक कार्रवाई पर जो उसके खिलाफ की जा सकती है, प्रतिकूल प्रभाव डाले बिना, निवास-स्थान का आवंटन रद्द कर सकेगा।

(2) यदि आफिसर निदेशक को, जैसा कि इन नियमों में उपबन्धित किया गया है, अधिसूचित करने में असफल रहता है या उसने ऐसे अधिसूचित करते समय किसी आवेदन या विवरण में किसी तात्त्विक तथ्य को दबाया है, तो निदेशक उस तारीख से जिसमें वह सरकारी वास-सुविधा के आवंटन के लिये अपात्र हो गया था, आवंटन रद्द कर सकेगा।

(3) यदि कोई आफिसर अपने को आवंटित निवास-स्थान या उसके किसी प्रभाग का या उससे संलग्न बाग़-गृहों, गराजों या अस्तबलों में से किसी को इन नियमों के उपबन्धित उप-पट्टे पर देता है तो उस पर, किसी अन्य कार्रवाई पर, जो उसके खिलाफ की जा सकती हो, प्रतिकूल प्रभाव डाले बिना, अ० नि० 4-क के अधीन मानक भाटक के जीतने में अनधिक, अधिक भाटक प्रमाणित किया जा सकेगा। हर एक मामले में वसूल किए जाने वाले भाटक की राशि निदेशक द्वारा गुणानुषों के

आधार पर विनिश्चित की जाएगी । इसके अतिरिक्त आफिसर को ऐसी विनिर्दिष्ट कालावधि के लिए जिसे निदेश विनिश्चित करे, भविष्य में निवास-स्थान में शिरकत किए जाने से विवर्जित किया जा सकेगा ।

(4) जहाँ कि आर्बंटनी द्वारा परिसर के अप्राधिकृत रूप से उप-पट्टे पर दे दिए जाने के कारण आर्बंटन रद्द करने के लिए कार्रवाई की जाती है, वहाँ आर्बंटनी और परिसर में उसके साथ निवास करने वाले किसी अन्य व्यक्ति को परिसर खाली करने के लिए 60 दिन की कालावधि अनुज्ञात की जाएगी । आर्बंटन, परिसर के खाली कर दिए जाने की तारीख से या उसे रद्द किए जाने के आदेशों की तारीख से 60 दिन की उक्त कालावधि के अवसान से, जो भी पहले पड़े, रद्द किया जाएगा ।

(5) निदेशक इस नियम के उपनियम (1) से लेकर (4) तक के अधीन की सभी या कोई भी कार्रवाई करने के लिए और ऐसे आफिसर के बारे में, जो नियमों और उसे दिए गए अनुदेशों को मंग करता है, यह घोषित करने के लिए भी सक्षम होगा कि वह वास-सुविधा के आर्बंटन के लिए तीन वर्ष से अनधिक की कालावधि के लिए अपात्र होगा ।

आर्बंटन रद्द कर दिए जाने के पश्चात् निवास-स्थान में अतिनिवास —अ० नि० 317-फ-16:—

जहाँ कि इन नियमों में अन्तर्विष्ट किसी उपबन्ध के अधीन आर्बंटन के रद्द कर दिए जाने के पश्चात् या उसे रद्द किया गया समझा जाने के पश्चात् निवास-स्थान उस आफिसर के, जिसको वह आर्बंटित किया गया था, या उससे व्युत्पन्न अधिकार के अधीन दावा करने वाले व्यक्ति के अधिभोग में रहता है या रहा है, तो ऐसा आफिसर निवास-स्थान के उपयोग और अधिभोग, तथा सेवाओं और उद्योग-प्रभार के लिए नुकसानी देने का दावा होगा जो ऐसे बाजार भाटक के बराबर होगी जिसे सरकार सम-समय पर अवधारित करे :—

परन्तु विशेष दशाओं में कोई आफिसर निदेशक द्वारा मी० नि० 45-क के अधीन मानक भाटक की दुगुनी रकम के या मी० नि० 45-क के अधीन पुलित मानक भाटक की दुगुनी रकम के, जो भी अधिक हो, पंदाय पर, इन नियमों के अधीन अनुज्ञात कालावधि से परे छह मास से अनधिक कालावधि के लिए, निवास-स्थान प्रतिधारित करने के लिए अनुज्ञात किया जा सकेगा ।

भाटक की बसूली—अ० नि० 317-फ-17 :—

निदेशक यह सुनिश्चित करेगा कि सरकारी निवास-स्थानों के लिए भाटक की बसूलियां संबद्ध सरकारी सेवकों की उपलब्धियों में से नियमित रूप से की जाएं और उनकी प्राप्ति समुचित राजस्व-शीर्ष के खते में जमा की जाए ।

इन नियमों के निकाले जाने से पूर्व किए गए आर्बंटन का बनाए रखा जाना अ० नि०-317-फ-18:—

निवास-स्थान का कोई भी विधिमान्य आर्बंटन, जो इन नियमों के प्रारम्भ से ठीक पूर्व अस्तित्वशील है, जो इस बात के होते हुए भी कि जिस आफिसर को आर्बंटन किया गया है वह अ० नि० 317-ड-3 के अधीन उस टाइप के निवास-स्थान के लिए हकदार नहीं है, इन नियमों के अधीन सम्यक् रूप से किया गया आर्बंटन समझा जाएगा और इन नियमों के सभी पूर्ववर्ती उपबन्ध उस आर्बंटन और उस आफिसर के सम्बन्ध में तदनुसार लागू होंगे ।

नियमों का शिथिल किया जाना—अ० नि० 317-फ-19 :

सरकार ऐसे कारणों से जिन्हें लेखन द्वारा अभिलिखित किया जाएगा, किसी आफिसर या निवास-स्थान या आफिसरों के वर्ग या निवास-स्थानों के टाइप की दशा में, इन नियमों के सभी या किन्हीं भी उपबन्धों को शिथिल कर सकेगी ।

निर्बचन—अ० नि० 317-फ-20 :

यदि इन नियमों के निर्बचन के सम्बन्ध में कोई प्रश्न उठता है— तो उस प्रश्न का विनिश्चय केन्द्रीय सरकार द्वारा किया जाएगा ।

उपाबन्ध

प्ररूप 'क'

(नियम अ० नि० 317-एफ-4)

भारत सरकार

के० ज० श्रीर वि० अनुसंधान स्टेशन का कार्यालय

वर्ष 19 के लिए आफिसरों को निवास-स्थानों के आवंटन के लिये आवेदन का प्ररूप

1. (क) नाम (श्री/श्रीमती/कुमारी)

(मोटे अक्षरों में)

(ख) वर्तमान पदनाम

(ग) धारित स्थायी/स्थायिवत् पद की
विशिष्टियां

2. (क) 1 जनवरी, 19 को उपलब्धियां

वेतन	विशेष वेतन	महंगाई वेतन	प्रतिनियुक्ति (कर्तव्य) भत्ता	वेतन के अतिरिक्त पेंशन, यदि कोई हो	कुल
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(ख) किस तारीख से उपर्युक्त (क) में
की उपलब्धियां ली जा रही हैं

(ग) यदि उपलब्धियां भारत सरकार की
सचिव निधि से नहीं ली जाती तो
जिस स्रोत से वे ली जाती हैं उसे
उपदिष्ट कीजिए

3. वर्ग जिसके लिए हकदार है पूर्वता
तारीखों सहित

(देखिए अनु० नि० 317-एफ-8)

वास-सुविधा का वर्ग

पूर्विकता तारीख

समुचित वर्ग

निकटतम निम्न वर्ग

4. (i) निदेशक द्वारा
(ii) अन्य सरकारी विभाग द्वारा
(विभाग का नाम दीजिए)
- आर्बटि निवास-स्थान की, यदि कोई हो, विशिष्टियां :
5. (क) क्या आवेदन सरकारी निवास स्थान के लिए विवर्जित किया गया है ?
(ख) यदि उपर्युक्त (क) का उत्तर 'हां' में है, तो निम्नलिखित उपदर्शित कीजिए—
(i) कालावधि
(ii) पत्र सं०
तारीख

6. क्या आफिसर भाटक मुक्त वास-सुविधा का हकदार है ? हां/नहीं
7. क्या आवेदक, उसकी पत्नी/उसका पति या आश्रित बच्चा/बच्चे पुता/बछगवासला या अपने कर्तव्य स्थान से 10 किलोमीटर के भीतर किसी गृह का स्वामी है/हैं ?

गृह संख्या और भाग

स्वामी से नातेदारी और स्वामित्व का विस्तार

8. केन्द्रीय सरकार के अधीन स्थायी/स्थायिवत् पद न धारण करने वाले आफिसरों की दशा में प्रतिभू की विशिष्टियां

1. नाम

2. धारित स्थायी पद

3. कार्यालय जिससे संलग्न है

4. क्या प्रतिभू अस्तित्वशील है ?

प्रमाणित किया जाता है कि मैंने निवास स्थानों के आर्बटन को शासित करने वाले सभी नियमों को पढ़ लिया है और मैं घोषित करता हूं कि मेरे द्वारा ऊपर दी गई विशिष्टियां शुद्ध हैं और मुझे किया जाने वाला या पहले ही किया गया आर्बटन इन नियमों और इनमें पश्चात्वर्ती संशोधनों के, यदि कोई हों, अध्वधीन रहते हुए होगा ।

तारीख—

हस्ताक्षर

कार्यालय जिससे संलग्न है ।

प्ररूप 'ख'

(अ० नि० 317-प-12)

प्रतिभू-बन्धपत्र

मैं, श्री _____ आत्मज _____,
जो इस समय _____ में _____ के रूप में
नियोजित हूँ, श्री _____ के द्वारा, जो इस समय _____
के रूप में नियोजित है, इस समय उसे सरकार द्वारा आवंटित निवास स्थान की बाबत और किसी
ऐसे निवास-स्थान के लिये भी जो उसे सरकार द्वारा समय-समय पर आवंटित किया जाए, भाटक
और अन्य शोध्यों के संदाय के लिए भारत के राष्ट्रपति के प्रति (जिन्हें इसमें इसके पश्चात् 'सरकार'
कहा गया है और जिस पद के अन्तर्गत उनके उत्तराधिकारी और समनुदेशित हैं) प्रतिभू (जिस पद
के अन्तर्गत मेरे वारिस, निष्पादक और प्रशासक हैं) एतद्द्वारा बनता हूँ।

मैं, प्रतिभू, ऐसी सभी हानि और नुकसान की जो सरकार को उक्त _____ को
निवास-स्थान के आवंटन के कारण जब तक कि उसका खाली रूप में कब्जा सरकार को नहीं दे दिया
जाता, सरकार को हो/या कारित हो, क्षतिपूर्ति करने का भार अपने ऊपर लेता हूँ। मैं, प्रतिभू
सरकार द्वारा मांग की जाने पर तत्क्षण और बिना किसी पूर्वापत्ति के ऐसी सभी राशियाँ जो यथा-
पूर्वोक्त रूप में सरकार को शोध्य हों, देने का भार भी अपने ऊपर लेता हूँ और एतद्द्वारा करार
करता हूँ कि सरकार इस बात के लिए स्वतन्त्र होगी (और ऐसा करने के लिए एतद्द्वारा अप्रति-
संहरणीय रूप से प्राधिकृत की जाती है) कि वह उक्त राशियाँ मुझे संदेय संबलम् से वसूल कर ले
और वसूली की जाने वाली रकम के सम्बन्ध में सरकार का विनिश्चय अन्तिम और मेरे ऊपर आबद्ध-
कर होगा।

मेरे द्वारा अपने ऊपर ली गई उपर्युक्त बाध्यता उक्त श्री (आवंटिती का नाम) _____
को सरकार द्वारा समय बढ़ाये जाने या किसी अन्य अनुग्रह की स्वीकृति द्वारा या किसी भी अन्य बात
या चीज द्वारा जिसका प्रभाव प्रतिभूओं से सम्बन्धित विधि के अधीन, इस उपबन्ध के अभाव में
ऐसी बाध्यता या दायित्व से मुझे निर्मुक्त करने का हुआ होता, उन्मोचित न होगी या किसी भी
तरह प्रभावित न होगी। यह प्रत्याभूति किसी भी समय प्रतिसंहरणीय न होगी या मेरी मृत्यु के
कारण भी उस समय तक उन्मोचित न होगी जब तक कि उक्त श्री (आवंटिती का नाम) _____
किसी ऐसे निवास-स्थान, सेवक क्वार्टर और/या गराज के अधिभोग में बना रहता है।

सरकार इस दस्तावेज पर संदेय स्टाम्प शुल्क, यदि कोई हो, वहन करने के लिए सहमत
हो गई है।

उक्त _____ द्वारा _____ 196

के _____ दिन को _____ पर

निम्नलिखित की उपस्थिति में हस्ताक्षरित और परित्त किया गया

साक्षी के हस्ताक्षर

(प्रतिभू के हस्ताक्षर)

पदनाम

पता और व्यवसाय

प्रमाणित किया जाता है कि उपर्युक्त प्रतिभू स्थायी सरकारी सेवक है ।

विभाग या कार्यालय के, जिसमें प्रतिभू नयोजित है, प्रधान के हस्ताक्षर

स्वीकृत

ह० ।

भारत के राष्ट्रपति के लिए और उसकी ओर से

मुख्यालय के कार्यालय में प्रयोग के लिए

आवंटित निवास-स्थान की विशिष्टियां

लिपिक के तारीख सहित आक्षर

अधीक्षक के तारीख सहित आक्षर

विभागाध्यक्ष के तारीख सहित आक्षर

टिप्पण : पेंशन के अन्तर्गत मृत्यु-एवं-निवृत्ति उपदान का प्रभाग और संराशिकृत पेंशन-प्रभाग भी, यदि कोई हो, होना चाहिए ।

[सं० 36(21)/61-नीति]

ज० के० डोगरा, उपसचिव, ।

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 12th August 1969

S.O. 3329.—In exercise of the powers conferred on it under sub-section (1) of Section 52 of the Delhi Development Act, 1957 (No. 61 of 1957) the Delhi Development Authority, hereby, delegates to its Chief Accounts Officer, the power to authenticate the Accounts and other connected materials of the Delhi Development Authority.

[No. FE. 16(42)/69.]

M. L. MONGIA, Secy.

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 7th August 1969

S.O. 3330.—In pursuance of clause (a) of Sub-Section (1) of Section 283 of the Merchant Shipping Act, 1958 (44 of 1958), the Central Government hereby declares that the Governments of Singapore, Honduras and Republic of Southern Yemen have accepted the Safety Convention as defined in clause (37) of the

Section 3 of the said Act, that is to say, the Convention for the Safety of Life at sea signed in London on the Seventeenth day of June, Nineteen Hundred and Sixty, as amended from time to time.

[No. F. 46-MA(10)/66.]

RAM KISHORE, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 4th August 1969

S.O. 3331.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

(1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1.	Maharashtra News No. 206 (Marathi) (Hindi)	235.31 M	Director of Publicity Govt. of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-34.		Film dealing with news and Current events (For release in Maharashtra circuit only).

[No. F. 24/1/69-PP. App. 1375.]

BANU RAM AGGARWAL, Under Secy

सूचना और प्रसारण मंत्रालय

आवेश

नई दिल्ली, 4 अगस्त 1969

एस० ओ० 3332:—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपग्रन्थ के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद, एतद्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके सभी भाषाओं के रूपान्तरों सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है, स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37 वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16 ।
- (2) बम्बई सिनेमा (विनियम) अधिनियम, 1953 (1953 का 11 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9 ।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंटरी फिल्म है
(1)	(2)	(3)	(4)	(5)	(6)
(1)	महाराष्ट्र समाचार संख्या 206 (मराठी और हिन्दी)	235.31 मीटर	प्रचार निदेशक, महाराष्ट्र सरकार फिल्म सेंटर, 68, तारदेव बम्बई-34		समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र संकेत के लिये)

[संख्या फ० 24/1/69-एफ, पी परिशिष्ट 1375)

वानू राम अग्रवाल

अवर सचिव, भारत सरकार ।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 7th August 1969*

S.O. 3333.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the Commissioners for the Port of Calcutta and their workmen, which was received by the Central Government on the 2nd August, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 32 OF 1969

PARTIES:

Employers in relation to the Commissioners for the Port of Calcutta.

AND

Their workmen represented by the Calcutta Port Shramik Union and the National Union of Water front Workers.

PRESENT:

Shri B. N. Banerjee,—Presiding Officer.

APPEARANCES:*On behalf of Employers:* Shri R. N. Ghoshal, Deputy Secretary, Calcutta Port Commissioners.*On behalf of Workmen:* 1. Shri D. L. Sen Gupta, Advocate, for Calcutta Port Shramik Union.

2. Shri Biren Banerjee, Advocate, for National Union of Waterfront Workers.

STATE: West Bengal.**INDUSTRY:** Port & Dock.**AWARD**

By Order No. 28/10/69-LWI-III, dated April 16, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute, on the joint application of the employers in relation to the Commissioners for the Port of Calcutta and their workmen represented by Calcutta Port Shramik Union and the National Union of Waterfront Workers, to this tribunal, for adjudication, namely:—

"In the matter of filling up the existing and future vacancies against posts of Sanitary Inspectors under the Calcutta Port Commissioners' Medical Department, which one of the following two alternative principles should be adopted:

- (a) The Sanitary Sub-Inspectors not possessing recognised certificates but passing the departmental examination held by the Port Commissioners' Medical Department in accordance with the accepted decision in this regard and the Sanitary Sub-Inspectors with requisite qualifications recognised by the appropriate Government be considered for promotion on the basis of their length of service in the cadre of Sanitary Sub-Inspector;

OR

- (b) The Sanitary Sub-Inspectors possessing requisite qualifications recognised by the appropriate Government and the Sanitary Sub-Inspectors who pass the departmental examination held by the Commissioners' Medical Department in accordance with the accepted decision in this regard be considered for promotion in the order of the dates of obtaining the qualifications: The date of qualification in the case of those appointed with qualifications being considered effective from the date of appointment in the cadre of Sanitary Sub-Inspectors and in the case of those who pass departmental examination being considered effective from the date on which

they are declared to have passed the examination by the department."

2. The National Union of Waterfront Workers and the Calcutta Port Shramik Union both filed their respective written statement. The Commissioner for the Port of Calcutta filed two rejoinders replying to the two written statements. I need state at the outset that Mr. R. N. Ghoshal, Deputy Secretary, Calcutta Port Commissioners, who appeared for the Port Commissioners, submitted that the Commissioners would not have any objection in adopting the first of the two alternatives, as in clause (a) of the Schedule to the Order of Reference, in the matter of promotion of Sanitary Sub-Inspectors to the posts of Sanitary Inspectors. If the two unions of workmen would also agree Mr. D. I. Sen Gupta learned advocate for the Port Shramik Union, expressed his readiness and willingness to accept the first of the two alternative principles but Mr. Biren Banerjee, learned advocate for the National Union of Waterfront Workers, objected to the adoption of the first of the two alternative principles in the order of reference.

3. In this background I have to examine the pleadings in this case. In paragraph 5 of the rejoinder by the Commissioners for the Port of Calcutta to the written statement filed by the National Union of Waterfront Workers, the following passage appears:

"*** with a view to deal with all matters concerning the conservancy of the Commissioners' shore properties including all sanitary arrangements and anti-malaria work in the Port area, arrangements for ensuring the purity of the water supplied by the Commissioners to the ships and the sanitation including measures against infectious diseases etc., of the entire residential accommodation provided by the Commissioners both for inferior and superior staff, the Commissioners decided that conservancy arrangements and other work of a public health nature be placed under a Health Officer with his own staff under their Resolution No. 1802 of 7th October, 1946. *** The Commissioners in making the appointments adjusted the existing personnel working in various departments of the Commissioners for the purposes of conservancy and sanitary arrangements in the Port offices and Inland Vessels. Wharves and also recruited some men from outside. *** The Commissioners state that at the outset when the posts of Sanitary Inspectors were filled the existing qualified men were promoted and the rest of the vacancies were filled by recruiting Sanitary Inspectors with requisite qualifications approved by the State Government or the Central Government or army qualifications of an equivalent standard. The Commissioners further state that the matters, regarding the requisite qualifications which the candidates were required to possess in order to be eligible for consideration for various posts of the Health Section, were decided by the Standing Establishment Committee of the Commissioners."

The decision of the Standing Establishment Committee referred to above is Ext. 2 in this reference and is dated January 11 and 18, 1950. Hereinbelow, is set out the material portion of the said decision:

"The Committee met in pursuance of the Chairman's direction to fix the minimum qualification for the different categories of posts under the Health Officer and to examine the qualifications and suitability of every member of the Health Officer's technical staff.

The minimum qualifications which candidates must possess in order to be eligible for consideration filed up by direct recruitment should, in the opinion of the Committee, be as follows:

Designation	Pay	Minimum qualification
	Rs.	
Health Officer	350—25—600— EE—25—750.	Registered Medical Graduate with Diploma in Public Health recognised by the Medical Council of India. Five years experience as a Health Officer in a first class Municipality or a large Public Body. Age below 40 years.

<i>Designation</i>	<i>Pay</i>	<i>Minimum Qualification.</i>
Asstt. Health Officer	Rs. 200—350	Registered Medical Graduate with Diploma in Public Health recognised by the Medical Council of India preference being given to candidates with some experience in Public Health work. Age below 35 years.
Inoculation Officer	Rs. 150—250	Licentiate in Medicine, preference being given to candidates with experience in mass inoculation.
Sanitary Inspector	Rs. 100—230	Matric. Possession of a certificate for Sanitary Inspectors Training recognised by Central or State Governments.
Sanitary Sub-Inspector	Rs. 70—100	Same as in the case of Sanitary Inspectors.
Vaccinator	Rs. 50—55	Experience in mass vaccination.

As regards the existing incumbents of the posts of Sanitary Sub-Inspectors, the Committee recommended that they be required to pass a departmental test to be conducted jointly by the Chief Medical Officer and the Health Officer within the next six months and that the services of any one who fails to pass the test be terminated. The above recommendation, however, does not apply to Messrs R. N. Chandra, S. K. Roy and K. G. Banerjee who hold Army qualifications equivalent to those laid down as the minimum qualification for the posts.

The Committee further recommend that there should be arrangements by means of which those of the existing Sanitary Sub-Inspectors who pass the departmental examination recommended above obtain chances of promotion to posts of Sanitary Inspector after they have rendered ten years service and on passing a second qualifying examination be held by the Chief Medical Officer and the Health Officer."

The departmental examination referred to above is of an unconventional type. This appears from Annexure C (Minutes of the Meeting between the Deputy Chairman and representatives of the Calcutta Port Shramik Union) to the rejoinder of the Port Commissioners to the written statement filed by the National Union of Waterfront Workers and the relevant portion from the said Annexure is set out below:

"2. Shri Chatterjee *** stated that the Sanitary Sub-Inspectors who had not passed the second departmental examination had on various occasions been permitted to act as Sanitary Inspectors. He pointed out that his Union did not want the standard of service to be lowered and he agreed that ordinarily only qualified persons should be appointed as Sanitary Sub-Inspectors. He felt, however, that in view of the experience of the persons concerned and the fact that they had already passed a departmental examination, if the Head of the Department were satisfied with their work, they need not be asked to appear for departmental examination

3. The Deputy Chairman observed that the Sanitary Sub-Inspectors concerned had merely carried out the duties of Sanitary Inspectors on certain occasions for short periods when the latter were on leave. These were purely ad-hoc arrangements and did not confer on the employees concerned any claim for promotion to the higher posts on regular long term basis. He added that their recommendation for a second departmental examination had been made by the Standing Establishment Committee, which was composed of several Heads of Departments and that the Chief Medical Officer himself also considered that such examination was necessary for the purpose of determining the suitability of the unqualified Sanitary Sub-Inspectors for posts of Sanitary Inspector. The Deputy Chairman added that

he was happy to learn that the Union did not want the standard of service to be lowered. He urged the Union to advise the candidates to sit for the examination.

4. The Chief Medical Officer assured the Union representatives that the examination would be conducted in a fair manner and would be restricted to matters relating to their day to day work or such work as they might be required to perform. He also agreed to hold the examination after three months so that the candidates might get sufficient time for preparation. (Underlined for emphasis).

5. The Deputy Chairman stated that the examination would be a qualifying one and that those who would fail at the first attempt would be given another chance. The first examination would be held after three months and the second examination after six months from now. The candidates who would pass the examination either at the first attempt or at the second attempt would retain their original seniority and would be eligible for promotion to regular vacancies in the posts of Sanitary Inspector in that order of seniority."

4. The grievance of the National Union of Waterfront Workers as stated in their written statement appears to be as hereinafter stated. They say that the departmental examination which the unqualified Sanitary Sub-Inspectors are required to pass, in order to be eligible for promotion, is a meaningless examination because there is no syllabus or curriculum of Study prescribed therefor. They say that they took up this point with the Chief Medical Officer, in their letter dated February 12, 1968 (Annexure B to the written statement), which is set out below:

"Would you please fix up a date for discussion with us on the undermentioned points:

- (i) Whether the Syllabus for the proposed examination of the (unqualified) Sub-Inspectors has been prescribed as much as the standard of the Government sponsored Institutions from which the existing Sub-Inspectors passed out qualified.
- (ii) Whether the C.P.C. or the Department concerned can issue any qualifying certificate to any candidate after your method of examination exactly to the certificates of the same technical qualification as has been issued to qualified Sub-Inspectors from the Government
- (iii) How the Seniority position will stand between the two categories of Sub-Inspectors i.e. the qualified and the unqualified passed out of your proposed Departmental Examination.

We would further request you that this particular issue should please be kept in abeyance until such time the above three points have been discussed with us."

To that letter the Chief Medical Officer gave the following reply, dated February 27, 1968 (Annexure C to the written statement):

"The examination in question for the unqualified Sanitary Sub-Inspectors is only a departmental examination which is required to be held according to a decision of the standing Establishment Committee. In such an examination the question of a syllabus or issuing of a certificate as mentioned in sub-para (i) and (ii) of para 1 of your letter does not arise. With regard to the question of seniority it has been decided by the administration that the unqualified Sanitary Sub-Inspector after qualifying for the post of Sanitary Inspector will be regarded as junior to these qualified Sanitary Sub-Inspectors promoted to the post of Sanitary Inspector at an earlier date."

The stand taken by the National Union of Waterfront Workers is that in order to be qualified as a Sanitary Inspector or a Sanitary Sub-Inspector, the candidate must have the minimum qualification as prescribed by the model rules under the Bengal Municipal Act, 1932 or the Amendment to the Notification No. 1470M, dated the 9th April, 1934, introduced by the Government of West Bengal Department of Health (Public Health Branch) Notification, dated 21st October, 1962, which reads:

"A pass certificate for Sanitary Inspectorship from the Training Centre at Burdwan, West Bengal, for training of Health Personnel under the

administrative control of the Directorate of Health Services, West Bengal, or an equivalent qualification recognised by Government. Provided that Sanitary Inspectors, possessing qualifications prescribed by other State Governments or by the Government of Pakistan or Burma, who are already in the employ of a Municipality in West Bengal or of the Government of West Bengal, shall be deemed to possess the requisite qualifications for appointment as Sanitary Inspectors."

On the strength of the aforesaid notification it was stated that qualified Sanitary Sub-Inspector can never be superseded by unqualified Sanitary Sub-Inspectors by means of a process not sanctioned by any law.

5. I need not quote from the written statement of the Calcutta Port Shramik Sub-Inspector can never be superseded by unqualified Sanitary Sub-Inspectors by tion by the Port Commissioners in the matter of promotion of unqualified Sub-Inspectors should be followed. It was also made clear to me, from the very beginning, that the Port Shramik Union would be satisfied to have the benefits of the first of the two alternatives as in Clause (a) of the order of Reference. I have already made it clear that Calcutta Port Commissioners also are not opposed to grant the benefit of the first of the two alternatives in the order of reference to the unqualified Sanitary Sub-Inspectors provided the objection by the National Union of Waterfront Workers be over ruled.

6. In my opinion the Model Rules under the Bengal Municipal Act and the Notification, dated October 21, 1962, contain very desirable rules for recruitment of Sanitary Inspectors but may not be the only rules for such recruitment. Others may also learn the work by long service, guided by efficient men, and their ability may be tested by departmental examination. I, therefore, over-rule the extreme argument that the recognised certificate holders must always be preferred to departmentally trained men, even if on test the latter be found to be equally efficient.

7. Dr. Kamal Krishna Sinha, the present Health Officer of the Commissioners for the Port of Calcutta, deposed before this tribunal. He submitted a list (Ext. 1) showing that there were only seven unqualified Sub-Inspectors now left who may have to be promoted if they passed the departmental examination. These seven are:

	"Name in order of Seniority"	Date of appointment as S.S.I.	Total Service		
			Years	Months	Days
1	Sudhir Kr. Chakravorty	21-2-47	22	5	24
2	Madan Mohan Roy	1-2-47	22	5	24
3	Manujendra N. Mukherjee	1-10-47	21	9	25
4	Santosh Kr. Banerjee	24-9-47	21	10	2
5	Panchanan Manna	1-1-48	21	6	25
6	Panchanan Chatterjee	1-10-48	20	9	25
7	Ajoy Kumar Ghosh	15-4-49	20	3	11"

Among the seven, six appeared at the departmental examination and one did not. This is the last batch of Sub-Inspectors who are not holders of recognised diplomas but are only departmentally trained, whose promotion need be considered. Hereafter, there will be no occasion for promotion of such persons. Dr. Sinha, the Health Officer, in course of his deposition, stated:

"The Port Commissioners have stopped recruitment of persons who do not possess recognised certificate for the post of Sanitary Sub-Inspector. Recruitment of unqualified Sanitary Sub-Inspector was stopped by resolution of Standing Establishment Committee in a meeting held on 11th and 18th January, 1950. This is the true copy of the proceedings (Marked Ext. 2)."

8. Sanitary Sub-Inspectors are required to perform the following kinds of work, as stated by Dr. Sinha:

- "(i) To work in connection with maintenance of proper sanitation and public health and also in connection with inoculation and vaccination;
(ii) To assist the Sanitary Inspectors in performing their duties;
(iii) Clerical work in connection with their work; (iv) Such other jobs as they may be called upon to do in respect of their nature of duties."

Such work may be learnt by practical training outside schools. Now, health and sanitation work in a congested port area must require competent persons. Possession of a certificate from a recognised Government institution may be a hallmark of such competency. But it cannot be said that those who do not possess such certificates or diplomas can never become competent Sanitary-Sub Inspectors. Work may be learnt by experience and practical training. Unqualified Sanitary Sub-Inspectors, who have put in long years of satisfactory service and are tested departmentally on practical knowledge of their work and found to be fit, may be equally qualified for promotion as Sanitary Inspectors. To hold otherwise would be to put too much value on Certificates and Diplomas issued by recognised institutions.

9. It may be that for the purpose of safety and also for the purpose of fighting nepotism, it is better to depend upon recognised certificates. Had it been a case where the Port Commissioners might continue to recruit unqualified men as Sanitary Sub-Inspectors and then promote them as Sanitary Inspectors. I might have hesitations. But this is last batch of Sanitary Sub-Inspectors, departmentally trained but not holding recognised certificates, whose promotion is being thought of. I do not think that it would be reasonable to close their avenues of promotion on the sole ground that they do not hold recognised certificates. If their past services have been satisfactory and if they satisfactorily pass the departmental examination, then they may be promoted.

10. The alternative in Clause (b) of the order of reference need not be considered. Nobody asked for that alternative. If a long term scheme was going to be considered the second alternative might have deserved attention. But for the last batch of seven, this need not be considered.

11. I therefore hold that in the matter of filling up the existing and future vacancies against posts of Sanitary Inspector under the Calcutta Port Commissioners' Medical Department the first of the alternative principles as in Clause (a) of the Schedule to the Order of Reference, should be adopted. I make it clear that this is to be adopted only in respect of the seven Sanitary Sub-Inspectors whose cases are before me. The Port Commissioners are not going to recruit any more unqualified persons, as stated before me, and after these persons are promoted, if they are at all promoted, the question of adoption of either of two principles would never arise.

12. I make it clear that in promoting the seven unqualified Sub-Inspectors, that is to say the Sub-Inspectors who are not holders of recognised certificates, two things shall be taken into consideration, namely, passing of the departmental examination and seniority in service satisfactory to the Commissioners for the Port of Calcutta.

This is my award.

Dated, July 29, 1969.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 28/10/69-LWI-III]

S.O. 3334.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to Messrs Kler Sentec Bombay and their workmen, represented by Building Mazdoor Union, Bombay, which was received by the Central Government on the 5th August, 1968

**BEFORE SHRI SALIM M. MERCHANT, ARBITRATOR
IN THE INDUSTRIAL DISPUTE**

BETWEEN

Messrs. Kier-Sentec, Bombay

AND

Their Workmen, represented by the Building Mazdoor Union.

Re: Arbitration Under Section 10A of the Industrial Disputes Act 1947, (Act XIV of 1947) in the matter of an industrial dispute regarding bonus for the years 1965-66, 1966-67 and 1967-68, house rent allowance and benefits arising out of previous Arbitration Award dated 11th April, 1968 for the monthly rated staff.

APPEARANCES:

For the Employers.—Counsel Shri S. D. Vimalalal, Barrister-at-Law, instructed by Messrs. Manilal Kher Ambalal & Co., Solicitors, Shri C. S. Subramaniam, Administrator and Shri R. S. Pandit, B.A., LL.B., Personnel Officer.

For the Workmen.—Shri Mahesh Desai, and Shri K. A. Khan, General Secretary, Building Mazdoor Union with Shri S. R. Kulkarni, President, Shri Manohar Kotwal, Shri I. S. Sawant, Asstt. Secretary, Transport and Dock Workers' Federation and Shri Sopher, a workman.

INDUSTRY. Construction Work (Ports and Docks).

STATE: Maharashtra.

Bombay; Dated this 30th day of July, 1969.

AWARD

By an arbitration agreement entered into between Messrs. Kier Sentec, Bombay, and the Building Mazdoor Union, Bombay, under the provisions of section 10A of the Industrial Disputes Act, 1947, (Act XIV of 1947), an industrial dispute between them in respect of three subject matters specified in the said agreement and which are reproduced below was referred to my arbitration. The Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) by Order S.O. No. 804 dated 20th February, 1969 made in pursuance of Sub-section (3) of Section 10A of the Industrial Disputes Act published the said agreement in the Gazette of India Part II Section 3(ii) dated 1st March, 1969. The three subject matters under dispute are:—

Specific Matter in Dispute:

1. (a) "Whether the employees of M/s. Kier-Sentec, Bombay are entitled to Bonus at the rate of 20 per cent of their total annual earnings as per the provisions of the payment of Bonus Act, 1965 per year for the years 1965-66, 1966-67 and 1967-68".
- (b) "In the event of the Arbitrator holding that the employees are not entitled to Bonus under the provisions of the Bonus Act, 1965, whether having regard to the fact that the employees of Bombay Port Trust, and others, who are exempted from the provisions of Bonus Act, 1965, are being paid "*ex-gratia*" in lieu of Bonus since 1965-66, should the workmen, covered by this reference be paid '*ex-gratia*' payments in lieu of Bonus on the grounds of equity and fair play and if so at what rates?"
2. "Whether the action of the management of M/s. Kier-Sentec, Bombay in not granting house rent allowance at the rate of Rs. 15/- per month to some of their workmen is justified? If not to what relief are the workmen entitled to and from what date?"
3. "Whether M/s. Kier-Sentec, Bombay are justified in not extending the benefits arising out of the Award of Shri Salim M. Merchant dated 11th April, 1968 to their monthly paid workmen excluding drivers, Peons and Security guards? If not to what relief they are entitled to?"

2. After the reference was made and published Shri K. A. Khan, General Secretary, Building Mazdoor Union filed the written statement of claim dated 30th March 1969 in which he has stated that the Union is a registered trade union of workers employed in the construction industry and of long-standing and workers of several leading construction establishments in and around the city of Bombay like Messrs. Shapoorji Pallonji & Co. Pvt. Ltd., Messrs. Shah Construction Co. Ltd,

Messrs. Cementation Ltd., and Messrs. Engineering Corporation of India Ltd., are its members.

3. With regard to the workmen concerned in the instant reference the Union has stated that they are engaged in the construction activities of Dock Expansion Scheme and the Ballard Pier Extension Scheme of the Bombay Port Trust which administers the Port of Bombay under the Ministry of Transport, Government of India. The Union has stated that the work of construction, completion and maintenance of certain works of Dock expansion and Ballard Pier extension schemes, including dredging and other ancillary works, was tendered for and awarded to Messrs. Kier Sentec Ltd., (which at the hearing they corrected to Messrs. Kier Ltd.) a parent company with its registered office in London, Messrs. Sovenska Entreprenad, (Sentab) another foreign company with its registered office in Stockholm (hereinafter referred to as Sentab) and Messrs. Engineering Construction Corporation Ltd., an Indian company with its registered office in Bombay. The contract awarded by the Bombay Port Trust to these three contractors is being executed by them as a joint venture; that for the purposes of convenience the joint venture is being described as "Kier Sentec" under the administrative charge of a Project Manager.

4. The Union has submitted that these three contractors whilst executing this public sector contract as a joint venture continue to carry on their usual activities either in the construction industry or other industries in the respective countries and possibly also in other countries jointly and severally. But the workmen concerned engaged in the contract awarded to these three contractors by the Bombay Port Trust are not the only workmen of these contractors either in India or in other countries where their work has been carried out. The Union has stated that the corporate and financial structure of each of these contractors is not uniform nor is it intended that it shall be made uniform for the purposes of carrying out the joint venture undertaken by them in the Bombay Port. The Union has stated that each of the three contractors who have come together in this joint venture have different financial years, different capital structure and different systems of management; that their financial and other arrangements in relation to these joint ventures are coordinated with the respective financial capital and administrative structures as independent Corporations.

5. The Union in paragraph 9 of its written statement of claim has stated that for the purposes of determining the issues under reference the full facts concerning the respective structures of the three contractors should be brought on record as also the arrangements made for co-ordinating the respective roles and responsibilities in the joint venture. It has therefore, requested that the Arbitrator should direct the contractors to file their respective balance sheets, and profit and loss accounts statements for the year 1965-66, 1966-67 and 1967-68. The Union has also prayed that the contractors be directed to file the agreement between them and the Bombay Port Trust. I may pause here and state that in compliance Messrs. Kier Sentec have filed their profit and loss account statements for the years 1965-66, 1966-67 and 1967-68 as confidential exhibits under Section 21 of the Industrial Disputes Act and that a copy of the agreement between the three companies and the Bombay Port Trust has also been produced. The Union has stated that these documents were necessary for the purpose of appreciating the financial burden imposed on the contractors as a result of the present reference. I may also state that I did not pass any orders directing production of the accounts of the three companies as prayed for by the Union.

6. Giving a history of the dispute the Union has stated that by its letter dated 30th January 1969 the Union communicated to the contractors its decision to go on one day strike on 1st February, 1969 to register its protest against the delay in the settlement of the disputes which had already been presented to the contractors. It has filed a copy of that strike notice as annexure I to its written statement. The Assistant Labour Commissioner (Central) thereafter convened a joint meeting between the representatives of the Union and the three contractors on 31st January 1969 (copy annexed as annexure II to the Union's statement of claim) but as no settlement could be reached the workmen were called out and they went on a token strike on 4th February 1969 which all the workmen joined. Following the strike negotiations were resumed between the representatives of the contending parties and the arbitration agreement was signed on 7th February 1969.

7. Before reproducing the Union's submissions on demand No. 1 regarding Bonus, I may state that an earlier dispute between Messrs. Kier Sentec and its Workmen who were then represented by the Construction Workers' Union, Bombay was referred to my arbitration under the provisions of Para II(IV) of the Code of Discipline

in Industry, in which I made my award dated 11th April, 1968. In that dispute there was a demand, being demand No. 12, for Bonus for the year 1965-66. That demand was worded as follows:—

“Each employee should be paid bonus every year at the rate of 20 per cent of their gross wages for that year or part thereof. Bonus for 1965-66 should be paid at the above rate immediately”.

8. In that dispute the employers had *inter alia* opposed the demand under the provisions of Section 16 of the Payment of Bonus Act 1965 which provides that there an establishment is newly set up, whether before or after the commencement of the Act the employees thereof should be entitled to be paid bonus under the Act only from the accounting year in which the employer derives profit from such establishment or from the sixth accounting year following the accounting year in which the employer sells goods produced or manufactured by him or render services as the case may be from such establishment whichever is earlier. The company had urged in its written statement that the demand for bonus for 1965-66 was premature as its accounts could only be made up when the works are completed according to the contract and that if a proper profit is established the question of bonus can be considered at that time. I had in my Award accepted this plea of the employers and held that the demand for bonus for 1965-66 was at that time premature. I had also held that the submissions made by Messrs. Kier Sentec in their written statement viz:

“Whether the contract has resulted in profit or loss would be determined by it only when the contract is completed”.

was the correct position and submissions made to the contrary or inconsistent thereto made by the company during the hearing must be held to be subject to the final assessment of the contract on its completion.

9. I may note here that the demand for bonus in that dispute was not under the alternative conditions under clause (b) of demand No. 1 under reference.

10. On issues Nos. (a) and (b) under reference the Union has submitted that the workmen of the three contractors are entitled to bonus for the years 1965-66, 1966-67 and 1967-68 on the basis of the profits made by the three contractors individually as shown in their financial results in the respective balance sheets and profit and loss accounts for the three years. The Union has reserved its further comments till the company has produced the documents of the three contractors as may be directed by me.

11. Without prejudice to these submissions the Union has submitted that the workmen engaged in the works tendered for and awarded to these contractors are the workmen in the employment of the Bombay Port Trust and are entitled to terms and conditions of service similar to those enjoyed by the other workmen working in the Bombay Port Trust. In paragraph 20 of its written statement of claim the Union has submitted that these workmen are engaged by the Bombay Port Trust through the three contractors to produce assets which would contribute to the expansion of the cargo handling capacity and earning of the Bombay Port Trust.

12. In paragraph 21 of its statement of claim the Union has stated that the Bombay Port Trust has been making *ex-gratia* payments at the rate of 4 per cent of their wages to its workmen in lieu of bonus as per the resolution of its Board of Trustees ever since the enactment of the Payment of Bonus Act. The Union has, therefore, submitted that their workmen engaged by the Port Trust through these three contractors should also on grounds of equity and equality of treatment be given *ex-gratia* payments at the same rate and on the same basis as is being given to the other workmen of the Bombay Port Trust.

13. Messrs. Kier Sentec in their written statement in reply dated 22nd March, 1969 have urged a preliminary objection. It is submitted that the reference is limited in scope and restricted except for the purpose of *ex-gratia* bonus, to the interpretation of my previous Award dated 11th April, 1968, to which I have referred earlier. It has stated that in the circumstances, any attempt to widen the ambit of this reference so as to include the question of adjudication afresh should be disallowed as being, *inter alia* had in law and without jurisdiction. I may straightway say that I see no substance in this objection. As regards bonus my earlier Award cannot be treated as *res-judicata* as the present Union's demand for bonus is based on grounds set out which had not been advanced by the previous Union. Besides, under clause 1(b) of the reference there is also a demand for *ex-gratia* bonus payment which is a fresh demand. I am not satisfied that demands Nos. 2 and 3 are only questions of interpretation of my previous Award. There

was an industrial dispute raised with regard to issues Nos. 2 and 3 under reference and the company having agreed to refer the dispute to arbitration cannot now raise the plea of those demands being only an interpretation of the previous Award. In my opinion, the adjudication of those demands cannot be restricted as questions of mere interpretation but are demands in an industrial dispute referred to arbitration Under Section 10A of the Industrial Dispute Act 1947. In my opinion demands Nos. 2 and 3 constitute fresh industrial disputes and are not claims under interpretation of my previous Award.

14. With regard to the Union's claim that the employers are the three contracting companies viz: Kier Ltd., Sentab & Engineering Construction Corporation of India Ltd., M/s. Kier Sentec have denied the same and have urged that this submission of the Union is wrong in law and is completely unwarranted and un-supportable. Messrs. Kier-Sentec law submitted that the three companies have got together for the purpose of one contract under a separate and distinct name, form and entity with separate and un-equal investment and a separate balance sheet is drawn up for this employer; that this separate and distinct commercial entity will be closed down once the contract is completed and the accounts are closed and the profits or loss will be apportioned in certain fixed proportions related to the investments by the three collaborating units. It has submitted that the employer whose contractor is one viz: Kier Sentec should alone be looked to for the purposes of this or any other arbitration covering its enterprise and its workmen who have been employed by this company and whose employment ends with the termination of this particular contract. Messrs. Kier Sentec have also denied the suggestion that these workmen have been employed either by the three companies mentioned above or by or through the Bombay Port Trust. It has stated that such an attempt on the part of the Union in the previous arbitration had not succeeded and, therefore, for all intents and purposes Kier Sentec was treated as a separate company or employer.

15. Messrs. Kier Sentec have submitted that it is a joint venture for the purposes of only carrying out the works referred to in paragraphs 3 and 4 of the Union's written statement. It has denied that the contract was awarded by the Bombay Port Trust to the three contractors and has stated that the contract is between the Bombay Port Trust and Kier Sentec, the said venture consisting of Kier Ltd., London, Sentab, Stockholm and Engineering Construction Corporation of Bombay. It has denied that the joint venture is being described as Kier Sentec for the purposes of convenience only.

16. With regard to paragraphs 5 and 8 of the Union's written statement of claim the company has stated that they are irrelevant for the purposes of this reference and the only relevant fact is that Kier Sentec is a joint venture consisting of the three companies stated above and is entrusted with the carrying out of the said works under a contract with the Bombay Port Trust.

17. With regard to the statements made in Paras 9 and 10 of the Union's statement of claim Messrs. Kier Sentec have stated that the Union cannot be allowed to refer to or introduce in any manner whatsoever the balance sheets and profit and loss accounts of the three companies mentioned above as some are completely irrelevant and would be bad in law and without jurisdiction.

18. With regard to the agreement with the Bombay Port Trust, Messrs. Kier Sentec have stated that the same is irrelevant. I may, however, state that the agreement was later (upon my directions) produced on the record of these proceedings. With reference to the events leading upon the reference to arbitration Kier Sentec have stated that the strike was unjustified and un-warranted.

19. On the demand for bonus Messrs. Kier Sentec have submitted that the balance sheet and profit and loss accounts for the years for which bonus is claimed can only be the balance sheets and profit and loss accounts of Messrs. Kier Sentec and not of the three companies as alleged. It has repeated that it was completely incorrect and misleading and wrong in law to talk as if there are three contractors and that the demand, therefore, as set out in the written statement of the Union is entirely bad in law and should be rejected *in limine*. It has relied upon my Award in the previous dispute and has further submitted that the question of bonus in any event, if merits were to be gone into, would be governed by the Payment of Bonus Act, 1965 and as the working of each of the years in question has resulted in a loss there should be no question of any allocable surplus of bonus in the circumstances. It has also argued that it has been held by the Allahabad High Court that if there is an actual loss in any year then there should be no question of even a minimum bonus under the Payment of Bonus Act.

20. In paragraph 13 of its written statement in reply Messrs. Kier Sentec have stated that in the case of a construction company or employers like themselves, the employer is not bound to pay any bonus until the construction contract has been completely carried out and accounts have been finalised to determine whether the contract has resulted in a profit or loss. Until then it has submitted that there is no question of the employer having to pay any bonus to the workmen. In para 14 of its written statement Messrs. Kier Sentec have statement that these are not workmen employed by the Bombay Port Trust and there can be no question of their being entitled to the terms and conditions of service similar to those enjoyed by the workmen of the Bombay Port Trust. In the circumstances it has submitted that the fact the Bombay Port Trust has been paying *ex-gratia* bonus is completely irrelevant and cannot entitle the workmen of this company to *ex-gratia* bonus nor can it entitle the Arbitrator to direct payment of bonus in these circumstances under an Award made in this reference.

Demand No. 1(a).

Bonus at 20 per cent of annual earnings for each of the years 1965-66, 1966-67 and 1967-68

21. I have indicated above, the contention of both parties as stated in their written statements. One of the arguments urged by the Union in support of demand for payment of bonus at the rate of 20 per cent of the workmen's annual earnings as per the provisions of the Payment of Bonus Act, 1965, for each of the years 1965-66, 1966-67 and 1967-68, is that the workmen are entitled to bonus on the profits earned by the three Contractor Companies, viz. M/s. Kier Limited, Sentab and M/s. Engineering Construction Corporation Limited. A little background history is necessary in order to understand this controversy. It appears that M/s. Kier Limited, London, M/s. Svenska Entreprenad (SENTAB) of Stockholm and the Engineering Construction Corporation Limited, entered into a pre-bid joint venture agreement dated 21st July 1964 (Ex. E/1 Confidential) for the purposes of the Bid and the Tender dated 28th July 1964 was submitted to the Bombay Port Trust for the development and expansion of the Bombay Port by Kier Limited, Sentab and Engineering Construction Corporation Limited. The Tender was for Rs. 10.85 crores and was accepted by the Bombay Port Trust on 22nd March, 1965. A joint venture agreement was thereupon entered into by the said three companies on 26th May, 1965 (Ex. E.2 Confidential) and the contract was awarded to the three companies by Trustees Resolution of December 1964, which was conveyed by the Port Trust's Engineers' letter dated 22nd March 1965. A deed of Agreement was signed on 16th February 1967, in which the parties to the agreement were stated to be the Bombay Port Trust (Trustees of the Port of Bombay) of the one part, and Kier Limited, a private limited Company incorporated in London, Sentab a company organised and registered under Swedish Law, having its registered office at Stockholm and the Engineering Construction Corporation, Limited of India, who were collectively called "the Contractors". This agreement provided that the expression "Contractors" shall be deemed to include the respective companies, their successors and permitted assigns. The Tender was accepted by the Bombay Port Trust by the letter of its Consulting Engineers dated 22nd March 1965. M/s. Kier Limited accepted the contract by its letter dated 25th March 1965 on behalf of the consortium though the same was written by Kier Limited. (Ex. E.3 Confidential). Shri Mahesh Desai's contention is that the position as it obtains even today is that M/s. Kier Sentec has no place in the entire scheme of things and that the contract was entered into by the Contracting Companies, viz. Kier Limited, Sentab and the Engineering Construction Corporation Limited, with the Bombay Port Trust. He has for this purpose relied on the final clause of the Tender letter, which forms part of the printed Tender.

"We are to be held jointly and severally responsible for the due performance of the Contract."

Shri Mahesh Desai has referred to the record of the minutes of the proceedings of the Trustees' Meetings where the terms of Contract were discussed in detail. This discussion was before the Contract was given and according to him that discussion was relevant. Shri Vimadlal, on the other hand, has stated that only the formal agreement was entered into on 16th February 1967, but that the Contract had been completed much earlier as a result of the submission and acceptance of the Tender, and the Contract speaks for itself.

22 Shri Vimadlal has stated that the joint venture agreement (Confidential Ex. E.2) was a Partnership for a special venture, and nothing else. That the partnership was between Kier Limited, SENTAB and the Engineering Construction Corporation Limited with specific share of each partner and this

partnership firm (Kier Sentec) had been registered for the purposes of Income Tax (Confidential Exhibit E.4 collectively). The Joint Venture, therefore is conducting a Partnership business under the name of Kier Sentec. Shri Vimadlal has stated that the contract was completed by the acceptance by the Bombay Port Trust of the Joint Venture Tender dated 28th July 1964. He has stated that the Contractors, who are not the three Companies, but their consortium, i.e. the three companies acting together. He has pointed out that the name "Kier Sentec" appears for the first time in Clause of the Joint Venture Agreement (Confidential Ex. E.2). He has stated that the Joint Venture, for all practicable purposes, was a Partnership under Section 8 of the Indian Partnership Act. It was a Joint Venture in the spirit of Section 8 for the purpose of carrying out the contract and nothing else.

23. Shri Mahesh Desai, who has argued his submissions with conspicuous ability, has stated that the Deed of Contract is the agreement of 16th February 1967 between the three companies and the Bombay Port Trust. Whilst, Shri Vimadlal has argued that the offer and acceptance constitute the contract which are earlier than the Deed of Contract of 16th February 1967. He has stated that the Contract was completed, by the acceptance on 22nd March 1965 of the Tender of 28th July 1964 and the subsequent Deed of 16th February 1967, relied upon by Shri Mahesh Desai, did not change the contract which had already been entered into.

24. Whatever may be the position with regard to with whom the contract was entered into, I find it difficult to accept Shri Mahesh Desai's contention that Demand No. 1(a) should be decided on the basis of the profits earned by each of the three contracting companies, viz. Kier Limited, Sentab and Engineering Construction Corporation Limited for each of those years. No doubt, the agreement of 16th February 1967 is between the Bombay Port Trust and the three Contracting Companies and the liability to the Bombay Port Trust under the Contracts is eventually of those three companies. However, it cannot be ruled out that the Companies entered into a Joint Venture for the carrying out of the Contract with the Bombay Port Trust and that the Joint Venture is Kier Sentec. In these proceedings, the certified Balance Sheets and Profit and Loss Accounts of Kier Sentec have been filed for each of those three years as Confidential Exhibit E.5. It has also been urged in this case, as was urged in the last case before me that Kier Sentec, is a registered partnership firm for Income Tax purposes. The certified audited accounts of M/s. Kier Sentec for each of the three years 1965-66, 1966-67 and 1967-68 show, according to the Company, a loss in the working of the Contract. In the previous dispute also there was a demand for bonus for the year 1965-66, which is one of the three years for which bonus is claimed in this dispute. In my Award dated 11th April 1968 in the earlier dispute, I had held, on a statement made on behalf of the M/s. Kier Sentec that whether the joint venture made a profit or loss in that year i.e. 1965-66, would only be ascertainable after the Contract was fulfilled. In my earlier Award for Bonus for the year 1965-66, the first of the three years in the instant reference, I had observed and stated as follows:—

"The Company has stated that this demand is premature as its accounts can only be made up when the works are completed according to the Contract, and that if a profit is thereby disclosed at that time, the question of bonus can be considered on that date. This submission of the Employers must be accepted and it must be held that the demand for bonus is at present premature. Incidentally, it may be noticed that the submission in this paragraph of its written statement that "whether the contract has resulted in a profit or loss would be determined by it only when the contract is completed", I think it is the correct position and all submissions to the contrary or inconsistent thereto made by the Company during the hearing must be held to be subject to the final assessment of the Contract on its completion."

25. In think the same position holds good even under this dispute on the demand for bonus for 1965-66 and the two subsequent years 1966-67 and 1967-68. It is, no doubt, true as argued by Shri Mahesh Desai that many construction companies which take up construction works do have their Profit and Loss Accounts in each year on which basis the profits and losses are determined. But their case is different in as much as their profits and losses are not determined on the basis of one single contract such as has been taken by the joint venture or consortium, which is known as 'Kier Centec'. In my opinion, it is not very relevant to decide whether Kier Sentec is merely a postal or telegraphic address or whether it is the name under which the three contractors have been taken this contract. It is, in my opinion not necessary to decide the questions of law raised

at the hearing in order to decide Issue No. 1(a) because, as I have stated, the Company's position as stated in the last dispute and as repeated in its written statement in this dispute, is that the true positions whether this contract for expansion and development work of the Ballard Pier Extension Scheme has resulted in a profit or loss will be known only when the contract is completed. This, in my opinion, gives an added strength to the Demand under 1(b). In the result, demand No. 1(a) fails as the workmen are at present not entitled to Bonus under the Payment of Bonus Act, 1965 for the three years under reference.

26. I am also not satisfied with the contention of Shri Mahesh Desai that it is the Bombay Port Trust who is the Employer of these workmen through the Contractors, who, according to him, are the three companies which entered into this venture jointly. In my opinion these workmen are the employees of Kier Sentec, which is the joint venture of the three Companies, which have taken this contract, and not the employees of the Bombay Port Trust.

Demand No. 1(b):

27. The demand is in effect payment of ex-gratia bonus for each of the three years 1965-66, 1966-67 and 1967-68 if it is held that the employees are not entitled to bonus under the provisions of the Payment of Bonus Act, 1965. Under the terms of the reference the ex-gratia payment in lieu of bonus has been claimed on the grounds of equity and fairplay and having regard to the fact that the employees of the Bombay Port Trust and other employers who are exempted from the provisions of the Payment of Bonus Act, 1965, are being paid such ex-gratia amounts in lieu of bonus, since 1965-66. It is admitted that the Bombay Port Trust, the Food Department of the Government of India handling the discharge of foodgrains in the Bombay Docks and other employers are also paying ex-gratia bonus at the rate of 4 per cent. (see Ex. W.1 and W.2 collectively). I have indicated earlier the grounds urged by Messrs. Kier Sentec in their written statement in opposing this demand. At the hearing Shri Vimadalal the learned Advocate for the company raised several legal objections against the maintainability of the said demand.

28. Firstly he has stated that the Payment of Bonus Act is an all exhaustive enactment and that no demand for bonus can lie outside the scope of that Act. For this proposition he has relied upon the decision of the Supreme Court in the case of the Metal Box Company of India Ltd., and Their Workmen. He has also relied upon the decision of Shri Aney, learned Industrial Tribunal, Bombay, in the case of Harbanslal & Co. Vs. Mumbai Kamgar Sabha (Maharashtra Government Gazette Part I.L. dated 31st October 1968 page 4274). His submission is that the demand for ex-gratia bonus does not lie in law. He has argued that whatever is ex-gratia cannot be enforced by law unless it is a contract to pay.

29. I am of the opinion that there is no substance in this contention urged by Shri Vimadalal. The decisions cited by him do not cover cases where the parties agreed to refer to arbitration the question whether on grounds of equity and fair play an ex-gratia payment by way of bonus to a class of workmen is justified on the ground that a similar class of workmen are made an ex-gratia payment by their employers at the rates demanded. In this case what is important to notice is that though the Bombay Port Trust is also exempted from the provisions of the Payment of Bonus Act it is voluntarily paying ex-gratia bonus to its employees at the rate of 4 per cent. Other organizations in the Bombay Port are also making ex-gratia payments by way of bonus to their employees annually, even though they are not covered by the provisions of the payment of Bonus Act. I am of the opinion that the authorities cited do not cover the case where such a question is to be decided on a joint application of the parties in an arbitration reference. It should also be borne in mind what I have held in my earlier award that the profits for each of the three years would be determined only when the contract is completed and fulfilled. In fact this submission had been urged by M/s. Kier Sentec also in this reference. It is in these circumstances that the workmen are claiming payment of ex-gratia bonus on the lines of what the workers of the Bombay Port Trust are getting and I am of the opinion that in these facts and circumstances—the reference as framed is clearly—maintainable.

29.A. Shri Vimadalal next sought to draw an analogy for this contention relying on Section 10(2) of the Industrial Disputes Act. He has argued that even if an employer under an agreement with the Union agrees to refer a particular dispute to adjudication by an Industrial Tribunal under Section 10(2) of the Industrial Disputes Act, that party is nevertheless free and at liberty to raise an

objection as to the jurisdiction of the Tribunal to deal with the question, even though it may have agreed to refer that question for adjudication to the Tribunal. For that proposition he has relied upon the decision, of the Supreme Court in the case of Bharat Barrel and Drum Manufacturing Co. Ltd., (1961 I. LLJ 130) and East Asiatic Co. (1960 I. LLJ. 183). These are authorities for the proposition that an application under Section 10(2) of the Industrial Disputes Act would not estop any party to such joint application from raising the point that what is referred to is not an industrial dispute and therefore the Industrial Tribunal has no jurisdiction to adjudicate upon the same. But Shri Vimadlal was, however, not able to cite any case directly on the point by which the analogy of section 10(2) has been applied to an arbitration agreement under Section 10A of the Industrial Disputes Act. He has, however, relied upon the decision in the case of New Maneck Chowk Spinning & Weaving Co. Ltd., and others and T.L.A. Ahmedabad (1961 I. LLJ. page 521) where it was held that where bonus is given out of free consent in order that there may be good relations between the employer and his employees there could not be an Award in terms of such a free consent. Shri Vimadlal has also referred to the statement in para 22 of the Union's statement of claim where it has stated that—because the Bombay Port Trust has been making ex-gratia payments therefore these employees who are employees of the Bombay Port Trust though its contractors Kier Sentec are entitled to bonus.

30. I may make it clear that I am not granting bonus at 4 per cent simply because the Bombay Port Trust grants it to its employees or because the Union has established that these workmen are the employees of the Bombay Port Trust through its contractors. I have rejected this latter contention of the Union for reasons stated earlier in this Award. Under the terms of the reference, the demand under 1(b) has to be decided on grounds of equity and fair-play having regard to the fact that the Bombay Port Trust and other employers are making an ex-gratia payment in lieu of bonus to their employees. I think equity and fair-play in this case are in favour of the workmen particularly in the circumstances that the final results of the working of the contract would be known only after it is completed and the workmen who have been employed since 1965-66 may or may not be there or available when the contract is completed, and the results of the working out of the contract is determined. I am, therefore, of the opinion that for this reason and the other facts and circumstances of the case, and having regard to the fact that the Bombay Port Trust and others who are exempted from the provisions of the Payment of Bonus Act, 1965 are paying ex-gratia payment in lieu of Bonus, the workmen covered by this reference also should be paid ex-gratia payment for each of the years 1965-66, 1966-67 and 1967-68 at the rate of 4 per cent of their salary or wages during the three respective accounting years under reference, viz 1965-66, 1966-67 and 1967-68. In my opinion, they should be paid this ex-gratia payment on the same terms and conditions on which the Bombay Port Trust is making payments of such ex-gratia payments in lieu of bonus to its employees under Ex. W.2 and I award accordingly. Of course, this ex-gratia payment of 4 per cent shall be made for each year only to those employees of M/s. Kier Sentec, who were in its service during those years and on the salary or wages drawn during the respective year irrespective of whether they are in service now. I also direct that the payment as awarded should be made to the workmen within 15 days of this Award becoming enforceable.

Demand No. 2.

31. *House Rent Allowance.*—This demand is for the grant of benefit of house-rent allowance at the rate of Rs. 15 per month to the workmen employed by Messrs Kier Sentec and who are staying at Elephanta where this Company has a stone quarry. It is admitted that these workmen were not covered by my earlier Award by which I have granted a house rent allowance of Rs. 15 per month of the other employees of Messrs. Kier Sentec. The number of workmen employed at Elephanta is about 59.

32. The Employers are opposing this demand on the ground that they have provided housing accommodation for these workmen at Elephanta and also provide free launches to and fro from the mainland. Shri Vimadlal has argued that it is not necessary for the company to make these workmen stay at Elephanta and they are free to stay on the mainland and reach their place or work at Elephanta by launches which are provided. It is admitted that in the last reference the case of these 59 employees working at Elephanta was not considered and that is why this demand has been made for them in this fresh dispute. I have had the benefit of inspection of these quarters with the representatives of both parties. For these quarters the workmen are not charged any rent. In my opinion the

majority of the quarters provided to these workmen were hardly fit for human habitation and if the workmen stay in these quarters, it is because they have no alternative accommodation at Elephanta. In fact some of the quarters which I visited were not safe for occupation, because of the boulders that fall down from the hill just above the place where some of those quarters are situated. I was also told during inspection that the locality is infested with snakes, which some time enter the workmen's quarters. It is also admitted that more than one workman is housed in a single room. It was also pointed out that immediately after my previous Award the company paid house rent allowance to each of the workmen employed and staying at Elephanta irrespective of whether he had a room to himself or shared it with others. But later, these amounts were recovered back because the company decided that they were not covered by the previous Award.

33. Shri Vimadalal has argued that if I was satisfied that the accommodation provided was not satisfactory I should not grant the full house rent allowance of Rs. 15 per month which I have awarded to the workmen living in Bombay, but a smaller amount should be awarded considering that they are being provided with some accommodation. But this argument does not appeal to me because a large number of the rooms provided were in a bad state and lacked elementary amenities and if the workmen are occupying these premises they are doing so out of sheer helplessness, because there are no other quarters available to them. I am satisfied that this demand is justified and therefore Award a house rent allowance of Rs. 15 per month to each of the workmen staying at Elephanta whether daily rated or monthly rated with effect from 1st June 1967. The payments to the workmen should be made within 15 days of the date the Award herein becomes enforceable.

Demand No. 3:

Claim for the benefits granted under the previous Arbitration Award dated 11th April 1968, to the monthly rated employees.

34. The Union in its written statement of claim on this demand has submitted that as contended by it in the earlier arbitration, the division between daily rated and the monthly rated workmen is arbitrary and follows no particular principle of work and remuneration. The Union has in its written statement herein specifically stated as follows:—

"The cadre comprises 60 categories out of which 39 are on daily rates of wages and the remaining 21 are on monthly rates of wages. The Charter of Demand dated 25th January, 1966, which was a subject-matter of a previous reference, was made for and on behalf of all the workmen in these 60 categories. The Arbitration Award of 11th April, 1968 covered all the workmen under these 60 categories. The Union, therefore, respectfully submits that the Contractors have failed to implement the previous Award of the Hon'ble Arbitrator."

35. In Para 32 of its written statement, the Union has stated that in not extending the benefit of the previous Award to their cadre on monthly rates of wages, the Employers have wilfully and deliberately violated their statutory obligation in the matter of implementation of a lawful award lawfully made. The Union has, therefore, submitted that I should direct the three Contractors to extend the benefits of this earlier Award to all the workmen on monthly rates of wages in the same manner as it has been extended to their workmen on daily rates of wages.

36. In Para 33 the Union has stated that the previous arbitration reference was comprehensive and covered the Fifteen Points Charter of Demand, including Wages, Dearness Allowance, House-Rent Allowance, Leave, Holidays and Bonus. In other words, the entire range of condition of work and wages was sought to be revised in arbitration. This very range made it abundantly clear that the demand, and, therefore, the Award, covered workmen on daily rates as well as on monthly rates. The Union has, therefore, submitted that the three Contractors are not justified in not extending the benefit of the previous Award to their workmen on monthly rates.

37. In Para 34 the Union has, without prejudice, prayed that in the event of my holding otherwise, all the claims of the workmen on monthly rates, in all matters in which the benefits of revision were awarded in the earlier arbitration, should be decided in this arbitration on merits. It has, however, invited my

attention to the fact that these claims were made on their behalf in January, 1966 arbitrated upon in 1967, and benefit should have accrued to them from 1st June, 1967 as in the case of the workmen on daily rates of wages.

38. M/s. Kier Sentec, in their written statement in reply on this demand, have stated that they have faithfully carried out all the provisions of the previous award and that there is nothing in the said Award to justify the claim now sought to be made in this reference. It has submitted that reference and observations in the previous award make it clear that the monthly rated were not included in that reference, except for four categories mentioned therein, viz., Drivers, Peons, Sweepers and Security Guards.

39. With regard to Para 31 of the Union's Statement of Claim, M/s. Kier Sentec have denied that the division between the daily rated and monthly rated was arbitrary and followed no particular principle of designation, work and/or remuneration. They have relied upon the proceedings and Award made in the previous reference for the true and proper construction and effect. They have stated that the previous Award did not direct either expressly or impliedly that the City Compensatory Allowance or House Rent Allowance be paid to any member of the monthly paid staff. They have, therefore, stated that the Employers were fully justified in withholding the said City Compensatory Allowance or the House Rent Allowance from the monthly paid staff.

40. With reference to Para 32 of the State of Claim of the Union, the Employers have denied that they have violated any obligation, much less a statutory obligation, in the matter of implementation of that Award. They have submitted that no direction was given in the said Award for payment of any City Compensatory Allowance and/or House Rent Allowance to the monthly paid staff and the Employers were justified in not paying either to the monthly paid staff. Without prejudice, the Employers have submitted that, in any event, the salaries paid by them to their monthly paid staff are far in excess of those paid by the Bombay Port Trust to its comparable monthly paid staff. It has, therefore, submitted that Demand No. 3 be rejected.

41. In Para 26 of the reply statement, the Employers have denied that the previous Award covered the workmen on daily rates as also on monthly rates for the reasons alleged or otherwise howsoever and that, therefore, the Employers were justified in not extending the benefit of that Award to its monthly rated staff excepting those to whom such benefit were expressly directed by the Award.

42. Now, the first thing to be stated on consideration of Demand No. 3 is that M/s. Kier Sentec admitted at the hearing that the monthly rated employees were covered by the terms of reference in the earlier dispute, in which I gave my Award on 11th April, 1968 but their point is that my previous Award did not direct that the benefit of that Award should also be granted to their monthly rated employees except some three or four categories viz., drivers, peons and security guards.

43. It is next to be remembered that the Union's position is that under Demand No. 3, it is not only claiming the benefits by way of City Compensatory Allowance and House Rent Allowance, but that it is claiming also the other benefits in the earlier Award including (a) the increase of 0.50 paise granted in the pay to the monthly rated staff under the earlier Conciliation Settlement and (b) the 0.50 paise further increase granted to the monthly paid under the earlier Award with effect from 1st June 1967. In other words, Shri Mahesh Desai has argued that the Union is not only claiming the benefits of House Rent Allowance and City Compensatory Allowance awarded by the last Award, but is also claiming the benefit of the increases in wages granted under the previous Award. Shri Mahesh Desai has argued that under the terms of reference in this dispute, the Demand under No. 3 is for benefits arising out of my previous Award, and, therefore, the demand of the Union under reference was for grant of all benefits which were granted to the daily rated workmen, under the previous Award.

44. There has been a controversy between the parties as to the interpretation of the terms of this demand particularly on the words 'if not' appearing in the second part of the terms of reference.

45. In my opinion, the terms of Demand No. 3, require me first to determine whether there were any benefit granted under the first Arbitration Award to the monthly rated. If there were, then whether the Employers were justified in not extending those benefits to the monthly rated employees. On my holding that the Management was not justified in withholding the benefits of the previous Award to the monthly rated employees, then the second question to be considered would

be to what relief they are entitled to. On the second question, I accept the contention of Shri Vimadalal, that in any case, the benefits granted to the monthly rated employees under Demand No. 3 should not be higher than what was granted to the daily rated workmen by the previous Award, except where the monthly rated employees were specifically granted certain different or better benefits than were granted under the Award to the daily rated workmen.

46. I am more than satisfied that the previous Award not only covered monthly rated workmen but also granted benefits to them. Several of the demands, such as for leave benefits, holidays, weekly offs, provident fund, bonus, house rent allowance and city compensatory allowance were common demands for all employees covered by the reference, and the directions under the Award are inseparable as between the daily rated and the monthly rated. Even with regard to wage increases the demand was for increase in "basic pay". Dearness allowance was also claimed for all employees. That the monthly rated got benefits under the Award is quite clear from the directions contained in the Award to which I shall refer presently. The Union has, under this Demand No. 3 claimed for the monthly rated employees (a) the benefits granted to them under the previous Award in the matters of wage increases including annual increments under Demand Nos. 13, 14 & 15 of the earlier reference (b) house rent allowance under Demand No. 10 and (c) for city compensatory allowance under Demand No. 11. The directions with regard to wage increases are covered by the Award on Demands Nos. 13, 14 & 15 in the earlier reference, which referred to demand for half yearly increments, dearness allowance and basic pay respectively.

47. The management's contention is that it was not liable to pay the monthly rated workmen house rent allowance at the rate of Rs. 15 and city compensatory allowance at the rate of Rs. 7.50 Ps. granted by the Award. The company seeks to justify this contention on the ground that the previous Award in granting house rent allowance of Rs. 15 per month and city compensatory allowance at Rs. 7.50 Ps. per month had not stated that this benefit was to be granted also to the monthly rated employees. But the demand itself was for free housing accommodation being provided to all employees (This and subsequent italicised words are mine). The demand further stated that if free housing accommodation was not made available, then "an house rent allowance equivalent to 20 per cent of his salary be paid to him every month". Now, the words "salary" & "all employees" would clearly indicate that that demand was raised not only for the daily workmen, but also for the monthly rated employees, it being admitted by M/s. Kier Sentec that the monthly rated were covered by the earlier reference. The general discussion in the Award on these two demands, clearly indicates that the benefit of it was to be given both to the daily rated and the monthly rated. I find that in the Award on Demand No. 11, City Compensatory Allowance, I had observed as follows:

"I award Rs. 7.50 p.m. as City Compensatory Allowance. I may state that I am granting the benefits of House Rent Allowance and City Compensatory Allowance as I am not granting any separate Dearness Allowance and as it was stated on behalf of the Company that if increased payments are to be granted they may be granted as House Rent Allowance and City Compensatory Allowance rather than a provision for dearness allowance which is not being granted in this Company and in making these two provisions I have taken that plea into consideration."

Now, it is admitted that separate dearness allowance is not paid by M/s. Kier Sentec—either to the daily rated or to the monthly rated. It is clear from the discussion in the Award, that because I had not granted a separate payment of dearness allowance to the employees of the Company covered by the Award (which I repeat admittedly included both the daily and the monthly rated), the Award, granted the benefit of House Rent and the City Compensatory Allowance not only to the daily rated but also to the monthly rated workmen. The Awards on both those demands being clearly for all the workmen concerned in the dispute, which had been referred to my arbitration and which as admitted by the Employers included the monthly rated employees. I do not accept the contention of M/s. Kier Sentec that because the monthly rated were not specifically mentioned, in the Awards on the demands for House Rent Allowance and City Compensatory Allowance, it did not cover the monthly rated employees. I may say that I did intend to and have by my said previous Award granted the benefit of both House Rent Allowance the City Compensatory Allowance at Rs. 15 and Rs. 7.8 paise per month respectively to all the monthly rated employees of the Company who were covered by the reference. The monthly rated workmen covered by the previous reference were of the categories bearing Serial Nos. 40

60, which have been specifically referred to in Demand No. 15 of the earlier reference which related to Basic Pay.

48. Next, coming to the benefits of increments and wage increases, the directions for the same are contained in the last but four paragraphs of my previous Award. By the last but fourth paragraph, I awarded that the minimum basic pay for the daily-rated should be raised from Rs. 4 to Rs. 4.50 per day and I granted that benefit with effect from 1st June 1967.

49. In the last but third paragraph of the last Award, I observed and directed as follows:—

"With regard to the other categories or workmen, I also feel that they should be granted like increases. I have considered the various tables and charts filed by the Company. There has been no regular system of increment though increments have been granted to certain workmen as shown in Exhibit E.13. I think the wages claimed by the Union in Demand No. 15 are excessive. In the facts and circumstances of the case, the only thing to do would be to grant increase of Rs. 0.50 paise for all workmen covered by this reference with effect from 1st June 1967."

50. The use of the words "all workmen of the Company, covered by this reference", means clearly that this direction was not only for the daily rated but for "all workmen of the Company covered by the reference", which would clearly include the monthly rated workmen, who it was admitted at the hearing were covered by the previous reference. This was a general direction on Demand No. 15 in the old reference, which clearly mentioned 20 categories of monthly rated employees (Items 40 to 60) for whom the higher scales of pay were asked for. The next para of the Award i.e. the para last but two, gives the directions under Demand No. 13, 14 and 15. On Demand No. 13 which was for increments, the Award in the last but second paragraph stated as follows:—

"With regard to the Union's claim for half yearly increment under Demand No. 13, I think that the Demand at the rates made is not justified. I think, however, that this Company even for the period for which it will subsist in the future, must grant some increment to its workmen the majority of whom have been in service for more than one year. I would prescribe that the Company should grant an annual increment of Rs. 0.15 paise per day to its Mazdoors and of Rs. 0.25 paise per day to other categories of its employees covered under this reference."

"In the result, Demand No. 14 under reference is rejected and on Demand No. 13 in respect of annual increment, I award that the Employers shall grant an annual increase to Mazdoors of Rs. 0.15 paise per day and to all other workmen of Rs. 0.25 paise per day with effect from 1st January, 1969."

"On Demand No. 15, I direct that the Company shall grant an increase of 0.50 paise in the existing wages of their workmen covered by this reference with effect from 1st June 1967". In my opinion, the italicised words in the above paragraphs of the last Award make it clear that the benefits of the increase of 0.50 paise in the existing wages of all workmen of the Company, should ensure for the benefit of the monthly rated workmen. This is made clear from the following directions contained in the pen-ultimate paragraph of the Award.

"I direct that all payments in this Award will be made in the month of May, 1968, along with their wages and salaries for the month of April, 1968."

The word "salaries" clearly indicates that the benefits of the Award in respect of wages under Demand No. 13, and 15 of the said reference was also to be granted to the monthly rated workmen of the Company.

51. I, therefore, hold that M/s. Kier Sentec were not justified in not extending the benefits arising out of my earlier Award dated 11th April 1968 to their monthly paid workmen.

52. With regard to what relief they are entitled to, I am quite satisfied that the benefits of House Rent Allowance, City Compensatory Allowance and the increment of Rs. 0.25 paise and the increase in the basic pay of Rs. 0.50 paise were granted to the monthly rated employees. I am further satisfied that the benefit of the Award in respect of the above stated matter was to be granted only to those monthly rated employees who are mentioned in Items No. 40 to 60 under Demand No. 15. The Union has, at the hearing, claimed that the monthly rated workmen were also entitled in this dispute for the benefit of Rs. 0.50 paise increase in basic pay, which

had been granted to the daily rated under the settlement in conciliation prior to the reference of the earlier dispute to arbitration. But there is no such direction contained in the Award. Therefore, on Demand No. 3 under reference, I award that the monthly rated employees of M/s. Kier Sentec belonging to the categories Nos. 4) to 60 mentioned under Demand No. 15 of the last reference, are entitled to the following reliefs which shall be granted to them from the dates mentioned against each benefit.

- (1) House Rent Allowance—Rs. 15 per month with effect from 1st July, 1967.
- (2) City Compensatory Allowance—Rs. 7.50 per month with effect from 1st July, 1967.
- (3) Increase in Basic Pay of Rs. 0.50 paise per day i.e. of Rs. 15 per month with effect from 1st July, 1967.

They shall also be granted the benefit of annual increment of Rs. 7.50 paise per month with effect from 1st January 1969, if they have not been granted any annual increment with effect from 1st January 1969 or the difference if the amount of the increment granted with effect from 1st January 1969 is less than Rs. 7.50 per month.

53. Payments under the Award on Demand No. 3 to be made within 15 days from the date this Award becomes enforceable.

54. I may state that the time for making this Award has been extended by joint written application of parties till 31st July 1969.

55. No order as to costs between the parties. M/s. Kier Sentec to bear the costs of the Arbitration.

(Sd.) SALIM M. MERCHANT,
Arbitrator.

Bombay, the 30th July, 1969.

[No. 28/18/69-LW1-III.]

New Delhi, the 12th August 1969

S.O. 3335.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. New Harbour Launch Service Private Limited, Bombay and their workmen, which was received by the Central Government on the 30th July, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL BOMBAY

REFERENCE No. CGIT-35 OF 1967

PARTIES.

Employers in relation to M/s New Harbour Launch Service P. Ltd., Bombay

AND
their workmen

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri D. T. Mama, Managing Director.

For the workmen.—No appearance.

STATE: Maharashtra.

INDUSTRY: Ports and Docks.

Bombay, dated 15th July 1969

AWARD

The Government of India in the Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment by their order No. 28/109/67 LR/III dated 3rd October 1967 had referred to the Industrial Tribunal, Jabalpur, an industrial dispute existing between the employers in relation to Messrs. New Harbour

Launch Service Private Limited and their workmen represented by the General Secretary, Motor Launch Employees' Association, 120, Modi Street, 3rd floor, Fort, Bombay. The dispute related to the question about the liability of the management to pay bonus to the employees for the accounting year ending 31st March 1967. Government by an order of even date had issued an injunction prohibiting the employees from continuing the strike and have subsequently by Order No. 28/109/67-LRIII dated November 1967 transferred the reference to this Tribunal under section 33B of the Industrial Disputes Act. The matter in reference is as follows:—

“Whether the management of New Harbour Launch Service Private Limited, Bombay-1, is liable to pay bonus to its employees for the accounting year ending 31st March 1967? If so what should be the quantum of bonus?

2 The management have by their written statement and supplementary statement opposed the reference on various grounds. It has contended that the company is engaged in the work of bringing the goods by barges from the ships on the shores. The Payment of Bonus Act is made applicable to Factories and establishments employing more than 20 persons and as the company is exempted under section 32 of the Payment of Bonus Act from the provisions of that Act the company is not liable to pay the bonus. It has been further contended that the employees are seamen as defined in clause 42 of section 3 of the Merchant Shipping Act, 1958 (44 of 1958), and they are therefore excluded from the purview of the Payment of Bonus Act and the reference is not maintainable.

3. The management has further contended that there is no available surplus for distribution by way of bonus for the said year. Alternatively it has been contended that the company has paid to its workmen bonus equivalent to 4 per cent of their annual earnings during the financial year 1966-67. It was not bound to do so and the reference should be dismissed.

4. The workmen represented by the General Secretary of the Motor Launch Employees Association have not filed any written statement nor have they appeared before me. After the reference was received various notices were issued to the parties as follows:—

Notice dated: (1) 4-12-1967

(2) 15-1-1968

(3) 16-10-1968

(4) 25-10-1968

(5) 14-11-1968

(6) 20-12-1968

(7) 18-2-1969

(8) 25-2-1969

(9) 13-2-1969

and lastly on

3-7-1969.

Though the notices were served on the union they have neither cared to appear nor file any statement of claim.

5. With a view that the workmen should also know about the dispute in my notice dated 25th February 1969 the management was directed to affix a copy of the notice on the notice board for the information of the workmen. Accordingly the management exhibited the notice on the notice board and have also made an affidavit to that effect. It appears that the workers are not interested in the dispute and hence they have not appeared and it is decided *ex-parte*.

6. In the written statement the management has contended that the company is exempted from the provisions of the Payment of Bonus Act. However I do not find any substance in this contention.

7. It is clear from their statement that the employers have paid bonus at 4 per cent to the employees for the year in question. They have also stated that there is no available surplus for the payment of additional bonus. Under section 10 of

the Payment of Bonus Act the employer is bound to pay to the employee the minimum bonus which shall be 4 per cent of the salary or wages earned by the workmen and it appears that the company has paid the minimum bonus to the employees. Thus the employers have complied with the provisions of the Act and hence the workers are not interested and have not appeared and put forth any contention.

8. In view of the circumstances the workers have not made any claim and hence they are not entitled to any more bonus for the accounting year in question.

Hence my award accordingly.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer.

[No. 28/109/67-LR-III.]

C. RAMDAS, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th August 1969

S.O. 3336.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Labour Court, Delhi in the matter of a complaint under section 33A of the said Act from Shri Ram Saran Bhatia of the Punjab Co-operative Bank Limited, Delhi which was received by the Central Government on the 5th August, 1969.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR COURT, DELHI.

PRESENT :

Shri R. K. Baweja, Central Government Labour Court, Delhi.

24th July, 1969/2nd Sawan, 1891(S).

COMPLAINT U/S. 33A OF THE INDUSTRIAL DISPUTES ACT, 1947.

COMPLAINT I. D. No. 66 OF 1962.

Shri Ram Saran Bhatia, 10081, Pul Bangesh, Delhi-6.—*Complaint.*

Versus.

The Punjab Co-operative Bank Limited, Chandni Chowk, Delhi—*Respondent.*

Shri D. C. Chadha—for the complaint.

Shri Rup Chandra—for the respondent/bank.

IN THE MATTER OF REFERENCE NO. 1 OF 1960 PENDING BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY.

AWARD

Shri Ram Saran Bhatia filed this complaint under section 33A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act), against the respondent, Punjab Co-operative Bank Limited, Chandni Chowk, Delhi before the National Industrial Tribunal (Bank Disputes), Bombay and that Tribunal transferred the complaint to this Court for disposal *vide* order dated 6th March, 1962. It was alleged in the complaint that the respondent had been guilty of a contravention of the provisions of section 33 of the Act inasmuch as during the pendency of adjudication (Ref. No. 1 of 1960), he was dismissed from service on the 22nd of June, 1961 *vide* letter dated the 19th of June, 1961 without obtaining the approval/permission of the Tribunal as required under the provisions of that section. The respondent in its written statement pleaded that the complainant was working as accountant upto the 9th of October, 1958 and as officiating manager of its Delhi branch thereafter upto the time when he was placed under suspension on the 4th of April, 1961 which ultimately resulted in his dismissal.

It was, therefore, stated that he was not a workman within the meaning of section 2(s) of the Act and so, this complaint was not maintainable. It was further averred that he was not a workman concerned in the adjudication pending before the National Tribunal and that for that reason also, the provisions of section 33 of the Act were not attracted. On merits, it was pleaded that he was dismissed for misconduct and for abusing the powers given to him as officiating manager.

2 It seems that the plea that the complainant was not a workman concerned in the dispute pending before the National Tribunal, Bombay was not pressed before my learned predecessor, Shri Anand Narain Kaul and so, he framed the following two issues which arose out of the pleadings of the parties:—

- (1) Whether the complainant is a workman within the meaning of section 2(s) of the Industrial Disputes Act?
- (2) If the answer to Issue No. 1 be in the affirmative, whether the services of the complainant were wrongfully terminated by the management of the Punjab Co-operative Bank Limited? If so, to what relief is he entitled?

Issue No. 1.

3. Shri Anand Narain Kaul *vide* his order dated the 23rd of July, 1966 found that the complainant was a workman and recorded his finding on this issue in his favour.

Issue No. 2.

4. It is not denied that the complainant was employed as officiating manager in the Delhi branch of the respondent bank at the relevant time. It was alleged in the complaint that one party by the name of Smt. Rajkumari who was a regular customer of the bank for a considerable number of years at Lahore and Jullundur was introduced to him by the then general manager, Mehta Dina Nath. She had been transacting business at Delhi branch and is stated to be on very friendly terms with Mehta Dina Nath, who is at present director of the bank. The complaint further proceeded that during the tenure of his general manager-ship, Smt. Rajkumari pledged certain gold ornaments with the Delhi branch of the bank and whenever the said general manager visited Delhi, he gave verbal instructions to the complainant to show her accommodation. On account of the alleged close relations of Smt. Rajkumari with the general manager, her son Shri Rajkishan Seth was also allowed the facility of overdraft in 1958 under his verbal orders. The complainant states that under verbal instructions of Mehta Dina Nath, he showed accommodation to the said two customers of the bank and allowed them over-drafts. Suddenly, according to the complainant, he received a charge-sheet dated the 1st of February, 1961 from the respondent in respect of certain transactions with Smt. Rajkumari and her son, Shri Rajkishan Seth. The complainant submitted his explanation in which he alleged that all the transactions were made according to the instructions and desires of the then general manager, which were within the knowledge of the higher ups and no objection had been raised. The complainant states that this explanation annoyed the respondent with the result that he received a letter dated 19th June, 1961 on the 22nd of June, 1961 dismissing him from service. He claimed relief of reinstatement with full back wages and prayed that the complaint be decided.

5. The respondent in reply to the complaint stated that the reflection cast on the ex-general manager or the then general manager by the complainant was incorrect and in fact it was the complainant himself who allowed over-drafts to Smt. Rajkumari and her son exceeding the permissible amount. Further more, he returned gold ornaments which were lying pledged as security with the respondent to Smt. Rajkumari and her son Shri Rajkishan Seth in an unauthorised manner despite the fact that he was previously asked to desist from acting in an irregular manner. The ex-general manager asked him to get the irregular accounts of the said two parties adjusted and the complainant *vide* his letter dated 21st October, 1959 assured that he would do so but instead of doing so, he returned valuable security to the party without recovering the equivalent loan. It was further averred that full opportunity was given to the complainant to reply to the charge-sheet and in his explanation he admitted the offence for which he was found guilty. It was, therefore, pleaded that he was not entitled to any relief.

6. I may point out at the very outset, that no enquiry was held in this case after the complainant had furnished his explanation to the charge-sheet dated 1st of February, 1961. The reason given by the learned counsel for the respondent was that the explanation furnished by the complainant to the charge-sheet was an admission of guilt and so, under these circumstances the holding of enquiry, it was pointed out, would have been an empty formality. It was also stated that even if it was held that an enquiry into the charge was necessary, there was ample material on record for the establishment of the charge of misconduct against the complainant. The charge-sheet as contained in Ext. M/19 was that in the course of inspection it had been noticed that the complainant had committed serious irregularities and that for that reason, he was charged as follows:—

“That the gold ornaments pledged by Shrimati Raj Kumari Seth as security against the following advances weighed 95 tola 6 masha 1 rattl at the time of granting the advances but on 14th January, 1961—the date of inspection—it was found that the security now held against all these advances weigh only 30 tola 1 masha 2 rattl.”

Then the particulars regarding the nature of account, the amount advanced, date of advance, weight of ornaments, balance as on 14th January, 1961 and the weight of ornaments on 14th January, 1961 were furnished to the complainant in the charge-sheet. It was further alleged in the charge-sheet that he had returned substantial portion of the security to the above party without repayments of the dues in an unauthorised manner making himself personally liable for the shortfall and that he had been allowing the said Smt. Rajkumari Seth to overdraw her account from time to time during the last 1½ years without having any authority to do so. The gold ornaments pledged against a loan of Rs. 2500/- granted to her son, Shri Rajkishan Seth on the 29th of April, 1959 weighed 24 tola 1 masha 6 rattl and one gold watch and chain but was found to be on inspection 9 tola 6 masha with watches while the total dues in this account amounted to Rs. 2,592.88 paise. Thus according to the respondent, there was a short-fall in the security by 14 tola 7 masha and 6 rattl. The further charge against him was that he had allowed Shri Rajkishan Seth further over-draft without taking any security. He was directed to send his explanation in writing within seven days otherwise he would be held personally responsible for the short-fall in security and for the amount unauthorisedly advanced by him in contravention of the power of granting advances *vide* board resolution No. 52 dated 9th June, 1956. He was asked as to why disciplinary action be not taken against him. In his explanation dated the 17th of February, 1961 Ext. M/20 the complainant admitted that the gold ornaments pledged by Smt. Rajkumari Seth as security at the time of granting advances weighed 95 tolas 6 masha and 1 rattl, but he added that he was approached by Smt. Rajkumari Seth to release certain ornaments on the pretension that they were required in connection with her son's betrothal. He further added in his explanation that she promised to return the pledged ornaments within a week and that as the position of the party two years back was sound, he delivered the ornaments. According to him, those ornaments were not returned as promised but were replaced by new ornaments which had proved considerably of lesser value. After this release the value of the security held fell short by about Rs. 4,000/- to the aggregate of balances which were outstanding in the party's accounts. He pleaded that considering the above facts, he should not be held personally liable for the short-fall. Now in this explanation, there was a clear admission as alleged in the charge-sheet that without the authority, the complainant had parted with a part of the pledged security of ornaments to Smt. Rajkumari Seth on her making the request that they were required in connection with the betrothal of her son. He also admitted that the security fell short by about Rs. 4,000/-. He also did not deny that the gold ornaments pledged against a loan of Rs. 2,500/- granted to Shri Rajkishan Seth on the 29th of April, 1959 weighing 24 tola, 1 masha 6 rattl and one gold watch and chain, had been reduced to 9 tola, 6 masha with watches on the 14th of January, 1961. This being so, as was contended by the learned counsel for the respondent, there was an admission on the part of the complainant that he had parted with the security. There was a resolution dated the 25th December, 1953 of the board of directors. In this resolution, certain powers were delegated to the managers of different branches of the bank but they were never permitted to return the pledged goods to the constituents of the bank without receiving the proportionate amount of loan or to allow over-drafts without any security. So, this act on the part of the complainant was on the face of it unauthorised and he had not been permitted to do so by the respondent. In cross-examination he was asked if he could deny that the manager (complainant) had no powers

to sanction over-drafts and his reply was that he had not understood the question but added that he issued over-drafts according to the instructions of the general manager. With that aspect of the case, I shall deal later on, but at this stage it is sufficient to indicate that the charges were not denied by the complainant and that his action by allowing over-drafts to Smt. Rajkumari Seth and her son, Shri Rajkishan Seth without the permission of the respondent and returning the pledged goods without receiving the proportionate amount and thus reducing the security was not justified. Under these circumstances, if the respondent did not hold the enquiry then as held by their lordships of the Supreme Court in the case between Central Bank of India, Limited and Karunamoy Banerjee (1967-II-LJ-729 at p. 745), the holding of enquiry would have been an empty formality.

7. Even if it is decided that the enquiry was necessary, still I feel that ample material has been placed on the file by the respondent in order to prove the misconduct of the complainant, and if that misconduct is proved then he will not be entitled to the relief of reinstatement as prayed by him. Shri Vedpal Suri, MW2 became the general manager of the bank in 1960 and certain irregularities committed by the complainant came to his knowledge besides the unauthorised over-drafts and the release of ornaments to Smt. Rajkumari Seth. He issued a letter dated 19th December, 1960 to the complainant. In this, he brought all the irregularities including that committed in the case of Smt. Rajkumari Seth to his notice. It was pointed out to him that for any short-fall or loss to the respondent he would be personally liable. To this the complainant replied on the 26th of December, 1960 vide Ext. M/17. He gave certain explanations and then concluded by saying that he was confident that all the accounts would be adjusted by and by. Thereafter followed the charge-sheet Ext. M/19 on the 1st of February, 1961. Before 1960, Shri Dinanath Mehta, MW1 was the general manager of the bank. He had inspected the office of the complainant between 27th and 30th January, 1959 and sent an inspection note on the 19th of March, 1959 Ext. M/7 to the complainant in which certain irregularities committed by him were brought to his notice. He sent a reply to the inspection note in which it was mentioned that certain action was being taken. Letter dated the 7th of August, 1959 was from Shri Jagraj, director of the bank to the complainant. In this, it was brought to his notice that in several cases specified therein he had exceeded the limits sanctioned by the board. It was further pointed out that he did not remain within the fixed limits and that it was highly objectionable. He was asked to send an assurance that he would act within the sanctioned limits. The complainant's reply to this was Ext. M/12. In this reply which was sent on the 12th of August, 1959, he acknowledged the receipt of the letter of Shri Jagraj and assured him that in future he would not allow any advance without proper sanction of the board of directors and without execution of the proper documents, demand and pronote etc. Vide Ext. M/2 dated 11th September, 1959, the general manager brought to his notice that in spite of his assurances, irregular advances continued and that the matter was being viewed very seriously. In Exts. M/8 and M/14 again it was brought to his notice by the general manager that he was still exceeding the limits which were unauthorised and that the board of directors was taking a very serious view of his actions. Ext. M/18 is a letter by the complainant addressed to Shri Jagraj, director in which he acknowledged the letter of the director dated the 17th January, 1961 and admitted that all the ornaments mentioned therein were released to Smt. Rajkumari Seth as these were required by her in connection with the marriage of her son, Shri Rajkishan Seth. He also mentioned therein that as the said lady had promised to return the gold ornaments, he gave them to her. This was another letter addressed to the director in which the admission of the charges was made. He also sent under his own signatures, a statement giving the particulars of the ornaments returned to Smt. Rajkumari Seth without obtaining the security vide Ext. M/26. From this documentary evidence analysed above, it is clear that long before the issuance of the charge-sheet, the complainant was in the habit of issuing over-drafts without the sanction of the board, that in spite of the warnings of the board, he continued to persist in the matter and eventually when he allowed the over-drafts and returned the pledged goods to Smt. Rajkumari Seth and her son, he was charge-sheeted and in reply to the charge-sheet he made an admission of the guilt. This is sufficient to prove the misconduct on the part of the complainant so as to justify the order of his dismissal passed by the respondent.

8. I shall now briefly refer to the documents which have been placed on the record by the complainant, but I do not think that they, in any way, help him or mitigate the gravity of his offence. Ext. W/1 is a letter dated the 19th of June,

1961 which was written to him by the general manager of the bank. In this, it was pointed out that he was given two weeks' time to devote his energies and time to settle the account of Smt. Rajkumari Seth and her son Shri Rajkishan Seth in view of the short-fall caused by the return of the pledged goods. It was pointed out by the general manager that in spite of the time given to him, he had not succeeded and had not realised the seriousness of the affairs. His services were, therefore, dispensed with and he was dismissed. This letter at the most shows that after his suspension, the respondent asked him to see that the pledged ornaments which he had returned to Smt. Rajkumari Seth and her son, were taken back so that the loss sustained by the bank was made out. Exts. W/2 and W/3 are the copies of letters written by Smt. Rajkumari and her son to the complainant showing that certain title deeds were deposited by them with the bank. The complainant also received a lease-deed from Smt. Rajkumari Seth of certain property vide Ext. W/4. Ext. W/5 is another letter from Smt. Rajkumari to the complainant in which she asked him to procure an agreement paper in order to enable her to execute the equitable mortgage deed in form of the bank. These documents have been produced by the complainant in order to show that in pursuance of the directions given by the respondent for taking adequate security from the said party to cover up the shortfall, he made attempts in that direction. But this evidence does not in any way prove that he was not guilty. Similarly, Ext. W/6 is a letter written by Smt. Rajkumari Seth and her son, to the complainant. Ext. W/7 is a letter written by the said party to the director of the bank in which it was mentioned that they were hard up in those days and could not adjust the over-drafts. Ext. W/8 is another letter written by Smt. Rajkumari Seth and her son to the manager of the bank at Delhi in which it was stated that the price of gold had gone up in the market and directed that their gold ornaments be disposed of. Exts. M/11 and M/12 are the two letters which were written by the complainant to the respondent. In these, the complainant indicated as to what efforts had been made by him to get further security from the debtors. The other documents placed on the file by the complainant consist of the correspondence which passed between him and the respondent regarding the allegation of which I shall make a reference presently. I may add here that before me the case of the complainant was that he was permitting over-drafts in an unauthorised manner to Smt. Rajkumari Seth and her son, Shri Rajkishan Seth under the oral instructions of the then general manager, Shri Dinanath, MW1. He stated that Shri Dinanath was on friendly terms with the said lady and her family and so, what he did was not of his own accord but at the behest of the general manager. This is the defence which has been put-forth before me by the complainant and of which I find a reference in the correspondence exchanged between him and the respondent and which he has placed on the record. I shall now deal with that aspect of the case.

9. Shri Dinanath has appeared and has denied this allegation. He has stated that the powers of the branch managers were never given orally but were specified in the article of association, a copy of which is Ext. M/49A. He further added that he never gave any oral instructions to the complainant to accommodate the said lady and her son, and never introduced them when they opened their accounts with the bank. The accounts opening forms Exts. M/50 to M/52 of the said party have been placed on the record by the respondent and they do not indicate that the said party was ever introduced by Shri Dinanath. This allegation of the complainant that whenever Shri Dinanath visited Delhi officially or un-officially he stayed with Smt. Rajkumari Seth was denied by Shri Mehta but he admitted that the deceased husband of Smt. Rajkumari was known to him from Lahore, where he had an account with the bank. When asked if he attended the funeral of the husband of Rajkumari Seth, he denied to have attended the same. In order to re-enforce his case on this point, the complainant produced a number of witnesses. The first witness is Shri Rajkishan Seth, WW2. He stated that the over-drafts was allowed to him and his mother by Shri Dinanath who had personal relations with the family and who used to stay with them. He further stated that oral instructions were given by Shri Dinanath to the bank that they should not have any difficulty. When asked as to why they required over-draft, the witness replied that they started the business of film financing in Bombay and so they required over-draft. He did not give any application in writing to Shri Dinanath for over-draft. I am not impressed with the statement of this witness because Shri Dinanath denied to have stayed at his residence and to have passed oral orders for over-drafts. Shri Dinanath stated that there was no sanction for over-draft from the board of directors. It

seems that in order to oblige the complainant from whom he and his mother got back a part of the pledged ornaments which they have not returned so far, he has come forward to support him. The next witness is Shri Kishan Chand who retired from the service of the respondent in 1962. He stated that Mehta Dinanath sometimes gave oral orders to allow over-drafts in certain cases. In cross-examination he deposed that Mehta Dinanath asked him to advance Rs. 3,000/- to one Chawla, advocate in Amritsar who was his friend from Lahore but he refused to comply with that direction. Shri J. D. Bali, WW4 has been dealing with the Delhi branch of the respondent since 1953 and had a current account. Against a fixed deposit amount, he was accommodated upto Rs. 20,000/- He stated that the complainant was powerless in this matter and he approached the higher authorities to get accommodation. He did not give any application to the respondent for over-draft. He added that Shri Suri, the then general manager told the complainant to accommodate him. It was in 1958 or 1959 but Shri Suri took over as general manager in 1960 and so, the statement of this witness that Shri Suri was the general manager in 1953 and 1959 and he told the complainant to accommodate him for over-draft is on the face of it incorrect. Similarly, the statement of Shri Indersen Chadha, WW5 does not inspire any confidence because he states that Shri Suri, who was the general manager in 1959 gave oral instructions to the complainant to permit the witness over-draft because Shri Suri had not assumed the office of the general manager by that time. Shri Bhatia as WW1 (re-called), admitted that he could not give the date and month when Mehta Dinanath asked him to give over-drafts. He further admitted that the instructions of the bank were that against gold ornaments, he should keep a margin of 33 per cent and advance loans. The oral evidence adduced by the complainant in support of his contention that whatever irregularities he committed were under the instructions of the then general manager, does not find any support in the circumstantial evidence. It is to be noted that before the issuance of the charge-sheet to him, the respondent including Shri Dinanath had been bringing to his notice in the various letters referred to above that he was exceeding the limits and that the respondent was not happy with him. In his reply to the respondent, he never mentioned that he was doing so under the instructions of the general manager. Even in his reply to the charge-sheet, he never pleaded that he had returned the pledged ornaments and had allowed the limits being exceeded under instructions from Shri Dinanath. Even in reply to the letter of Shri Jagraj, soon after the charge-sheet, no such reference was made. It was only in his letter dated the 5th of August, 1961 that he asserted that if there was any irregularity, it was the responsibility of the then general manager and Shri Dinanath. It is on the face of it an after-thought. He repeated this allegation in his subsequent letters dated 21st of August, 27th of September and the 13th of October, 1961 addressed to the respondent vide Exts. W/15 to W/17. I am, therefore, satisfied that this plea has now been put-forth in order to save himself from the consequences which are bound to impinge adversely on him on account of his unauthorised acts and in fact, Shri Dinanath never orally instructed the complainant to exceed the permissible limits and to allow over-draft and to return the pledged ornaments to the detriment of the respondent. He admitted his fault in his explanation to the charge-sheet and in his letter to Shri Jagraj and so, the allegation of the respondent on that evidence and the other evidence referred to above clearly leads to the conclusion that his order of dismissal was justified. There is no evidence on the record that the complainant had been victimised for any of his trade union activities. For the aforesaid reasons, the issue is decided against the complainant.

10. In view of the findings on the above issues, the complaint fails and is dismissed. The complainant is not entitled to any relief. The award is made accordingly.

(Fifteen pages)

24th July, 1969.

Sd./- R. K. BAWEJA,
Central Government Labour Court, Delhi.

[No. 24/22/69/LRIII.]

New Delhi, the 13th August 1969

S.O. 3337.—Whereas by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) i.o. S.O. 1021, dated the 1st March, 1969, the Central Government had declared the iron ore mining industry to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (14 of 1947), for a period of six months from the 4th March, 1969;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 4th September, 1969.

[No. F. 1/65/69-LRI.]

ORDER

New Delhi, the 13th August 1969

S.O. 3338.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Gopal Narain Sharma shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

“Whether the management of the Punjab National Bank was justified in terminating the Services of Shri Suresh Chandar Goyal, a workman of the Bharatpur branch, with effect from 6th November, 1968? If not, to what relief is he entitled.”

[No. 23/48/69/LRIII.]

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 8th August, 1969

S.O. 3339.—Whereas the Central Government is satisfied that the employees of the Government of India Press, Koratty, Trichur District (Kerala State), belonging to the Government of India are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the above mentioned Press from the operation of the said Act for a period of one year with effect from 6th July, 1969.

[No. F. 6(58)/69-HI.]

✓S.O. 3340.—In pursuance of section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the audited accounts of the Employees' State Insurance Corporation for the year 1966-67 are hereby published for general information.

EMPLOYEES' STATE INSURANCE CORPORATION

APPENDIX 'A'

Income and Expenditure Account for the year ended 31st March, 1967

I N C E

EXPENDITURE

Previous Year (1965-66)	Head of Account	Amount	Total	Previous Year (1965-66)	Head of Account	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
	By Contributions :—				I. Benefits to insured persons and their families.		
11,67,12,836	Employers' Share only . . .	12,93,37,103			A—Medical Benefits		
10,39,69,964	Employees' Share only . . .	11,50,80,309			(i) Payments to State Govt. etc. as Corporations' share of their expenses on providing medical treatment and maternity faci- lities etc.	9,86,53,422	
22,06,82,800			24,44,17,412		(ii) Medical treatment and care and maternity facilities (expens- es incurred direct by the Cor- poration)— (Total Expenditure)	43,52,197	
	State Govt. share towards medical benefits initially incurred by the Corporation	3,67,000	3,67,000	9,21,89,254			
2,74,699				36,85,782	TOTAL A—Medical Benefits		10,30,06,019
	Other Heads of Revenue.			9,58,75,036			
	Grant-in-aid, Donations and Gifts	—			B—Cash Benefits		
					(1) Sickness Benefits	7,06,03,647	
93,95,958	Interests and Dividends . . .	80,51,463		6,04,20,850	(2) Extended Sickness Benefits . . .	64,86,673	
1,15,615	Compensations	1,65,754		47,19,595	(3) Maternity Benefits	37,55,036	
2,22,796	Rents, Rates and Taxes . . .	1,52,330		33,71,412	(4) Temporary Disablement Bene- fits	80,42,858	
6,304	Fees, Fines and Forfeiture . . .	2,476		66,65,880	(5) Permanent Disablement Bene- fits (Capitalised Value)	1,20,52,800	
2,29,878	Miscellaneous	2,12,545		1,07,35,850	(6) Dependants' Benefits (Capi- talised Value)	32,28,700	
99,70,551			185,84,568	23,17,000	TOTAL B—Cash Benefits		10,41,69,714
				8,32,30,587			

C—Other Benefits

30,008	(a) Expenditure on the Rehabilitation of Disabled persons	6,060
1,30,296	(b) Medical Board and Appeal Tribunals	1,51,660
	(c) Payments to I.Ps—	
50,070	(1) Conveyance Charges and/or loss of wages	56,960
—	(2) Incidental charges under family Planning	17,715
6,221	(d) Grant-in-aid	80,05,500
1,13,486	(e) Miscellaneous	1,25,357
3,30,081	TOTAL C—Other Benefits	83,63,252
18,44,35,704	Total Benefits to Insured persons and their families	21,55,38,985

II—Administration Expenses.

24,109	(1) Corporation Standing Committee, Regional Boards, etc.	22,511
2,00,181	(2) Principal Officers	1,91,194
16,56,069	(3) Other Officers	18,18,240
53,72,261	(4) Ministerial Estt.	63,70,638
10,70,665	(5) Class IV Servants	12,90,275
22,80,028	(6) Contingencies	255,62,13
1,06,03,313	TOTAL A—Superintendence	1,22,49,071

B—Field Work.

3,45,538	(1) Officers	4,20,941
66,09,174	(2) Ministerial Estt.	78,31,074
11,94,332	(3) Class IV Servants	14,36,371
12,79,192	(4) Contingencies	13,17,274
94,28,236	TOTAL B—Field Work	1,10,05,660

Previous Year (1965-66)	Head of Account	Amount	Total	Previous Year (1965-66)	Head of Account	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
					<i>C— Other Charges.</i>		
				96,149	(1) Legal charges	1,09,748	
				72,823	(2) Insurance Courts	34,628	
				7,918	(3) Publicity & Advertisement	12,099	
				8,980	(4) Charges for maintaining of Banking Account	8,465	
				58,815	(5) Audit Fees	99,118	
					(6) Depreciation of Office Bldgs./ Hospitals/Dispensaries Equip- ments/Staff Cars etc. . . .	5,67,013	
				4,15,479	(7) Repairs, Maintenance of Office Bldgs. owned by the Corporation	22,974	
				2,04,366	(8) Repairs & Maintenance of Hospital Buildings owned by the Corporation	12,39,371	
				7,06,212	(9) Pension Reserve Fund for the Employees of the Corpora- tion	3,50,000	
				2,95,000	(10) Corporation Contribution to E. S. I. Corpn. Provident Fund	1,61,443	
				1,46,002	(11) Interest Paid to the E. S. I. Corpn. Provident Fund	3,47,649	
				2,76,200	(12) Less—Interest & gain realised on investment Fund	(—)33,934	
				(—)65,875	(13) Miscellaneous	24,788	
				—	(14) Losses	—	
				22,22,069	Total C—Other Charges	29,43,362	
				2,22,53,618	TOTAL 2—Administration Ex- penses	2,61,98,098	

				20,66,89,322	Total Expenditure on Revenue Account	24,17,37,068
				2,42,38,728	To excess of income over expenditure carried over to Balance Sheet	1,16,31,902
23,09,28,050	Grand Total	25,33,68,980	23,09,28,050	Grand Total		25,33,68,980

Sd/- S. P. JOSHI,
Financial Adviser &
Chief Accounts Officer,
Employees' State Insurance Corporation.

NEW DELHI :

Dated the 31st May, 1967.

EMPLOYEES' STATE INSURANCE CORPORATION

Balance Sheet as on 31st March, 1967

Previous Year (1965-66)	Liabilities	Amount	Total	Previous Year (1965-66)	Assets	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
	<i>Balance of Excess of Income.</i>				<i>Lands and Buildings (wholly owned by the Corporation).</i>		
	<i>Over Expenditure.</i>				<i>(a) Buildings for offices of the Cor- poration (including Staff quarters).</i>		
31,50,17,886	As per last Balance Sheet . . .	33,92,56,614					
2,42,38,728	Accumulations during the year ; .	1,16,31,902					
33,92,56,614			35,08,88,516	14,13,572	As per last Balance Sheet . . .	66,40,306	
				52,26,734	Additions during the year . . .	1,8,38,881	
	<i>(1) Permanent (Partial and Total) Disability Reserve Fund.</i>			66,40,306		74,79,187	
					<i>(b) Hospitals and Dispensaries.</i>		
2,87,17,144	As per last Balance Sheet . . .	3,50,25,762					
1,07,35,850	Provision made during the year . .	1,20,52,800		3,60,67,032	As per last Balance Sheet . . .	5,90,94,474	
13,45,079	Interest received from Investments	16,93,819		2,30,27,442	Additions during the year . . .	2,66,21,475	
4,07,98,073		4,87,72,381		5,90,94,474		8,57,15,949	9,31,95,136
57,72,311	Less Payments made during the year	71,80,398		6,57,34,780			
3,50,25,762			4,15,91,983		<i>Lands and Buildings (jointly owned by the Corporation and State Govts. Corporation's share.</i>		
					<i>(a) Hospitals and Dispensaries.</i>		
	<i>(2) Dependant's Benefit Reserve Fund.</i>						
1,13,90,448	As per last Balance Sheet . . .	1,32,71,018		3,31,023	As per last Balance Sheet . . .	4,05,331	
23,17,000	* Provision made during the year . .	32,28,700		74,308	Additions during the year	
5,34,702	Interest received from Investment	7,30,423		4,05,331		4,05,331	
1,12,12,151		1,72,30,141					

Previous Year (1965-66)	Liabilities	Amount	Total	Previous Year (1965-66)	Assets	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
	(6) <i>Depreciation Reserve Fund of Hospitals Buildings.</i>				<i>Advance of Pay on transfer to the Employees of the Corporation.</i>		
				7,608	As per last Balance Sheet	10,258	
				44,915	Add Payments made during the year	64,036	
3,32,587	As per last Balance Sheet	7,14,095		52,523		74,294	
3,67,959	Provision made during the year	5,50,251		42,265	Less Recoveries made during the year	55,483	18,811
13,549	Interest received from Investments	32,623	12,96,969	10,258			
7,14,095							
	(7) <i>Depreciation Reserve Fund of Staff Cars.</i>				<i>Advance of T.A. on transfer to the Employees of the Corporation.</i>		
				18,194	As per last Balance Sheet	19,386	
42,154	As per last Balance Sheet	54,296		56,946	Add Payments made during the year	72,978	
9,962	Provision made during the year	6,878					
2,180	Interest received from Investments	2,565	63,739	75,140		92,364	
				55,754	Less Recoveries made during the year	61,316	31,048
54,296				19,386			
	(8) <i>Repairs and Maintenance Reserve Fund of Buildings for the offices of the Corporation.</i>				<i>Advance for purchase of Conveyances to the Employees of the Corporation.</i>		
1,81,442	As per last balance sheet	3,90,770		1,41,831	As per last balance sheet	2,79,282	
2,04,366	Provision made during the year	22,974		2,73,492	Add Payments during the year	2,89,440	
8,623	Interest received on Investments	16,932					
				4,15,323		5,68,722	
3,94,431		4,30,676		1,36,041	Less Recoveries made during year.	2,17,506	3,51,216
3,651	Less Payments made during the year	64,314	3,66,362	2,79,282			
3,90,770							

(9) <i>Repairs and Maintenance Reserve Fund Account of Hospital</i>			<i>House Building Advance</i>		
3,65,786	As per last balance sheet.	10,84,840	4,500	As per last balance sheet.	19,180
7,06,212	Provision made during the year.	12,39,371	14,900	Add Payments made during year.	29,520
12,842	Interest received on Investments	50,770	19,400		48,700
			220	Less Recoveries made during year	1,928
10,84,840		23,74,981	19,180		
	Less Payments made during the year	1,27,680			
		22,47,301			46,772
(10) <i>Pension Reserve Fund for the Employees of the Corporation.</i>			<i>Miscellaneous Advances to the Employees of the Corporation (Festival Advances).</i>		
14,99,975	As per last balance sheet	44,80,634	81,117	As per last balance sheet.	1,07,520
2,95,000	Provision made during the year	3,50,000	42,95,825	Add Payments made during year	3,22,430
65,025	Interest and gain received on Investments	2,22,620	3,76,942		4,29,950
			42,69,422	Less Recoveries made during year.	2,92,398
18,60,000		50,53,254	1,07,520		
15,390	Less Payments made during the year	15,736			
18,44,610		50,37,518			1,37,552
26,36,024	(Add: Amount transferred from Employees' State Insurance Corporation Provident Fund)	62,991		<i>Advance payments on behalf of State Governments.</i>	
		51,00,509	1,166	As per last balance sheet.	959
44,80,634			4,088	Add Payments made during the year	3,949
			5,254		4,908
			4,295	Less Recoveries made during year.	3,449
			959		1,459
<i>Deposits of Securities e.g. Contractors</i>			<i>Advance to the Reserve Bank of India for the purchase of Securities.</i>		
1,11,935	As per last balance sheet	82,401		As per last balance sheet	1,32,696
87,607	Add Deposits during the year	92,159		Add Payments made during year	(—)1,32,696
1,99,542		1,74,560			
1,17,141	Less Deposits repaid during the year	87,128	1,32,696	Less Adjustment made during year	..
82,401		87,432
			1,32,696		

Previous Year (1965-66)	Liabilities	Amount	Total	Previous Year (1965-66)	Assets	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
	<i>Deductions from bills payable to other parties.</i>						
12,796	As per last balance sheet.	15,555			<i>Amount advanced to State Govts./ State P.W.D. etc. towards repairs & maintenance of Hospitals/ Dispensaries/Annexies etc. wholly owned by the Corporation.</i>		
2,91,008	Add Amount credited during year	3,35,282					
3,03,804		3,50,837					
2,88,249	Less Payments made during year	3,09,405	41,432	—	As per last balance sheet.	—	
15,555				—	Add Payments made during the year	16,79,774	
				—	Less Adjustments made during year	4,00,001	12,79,773
	<i>Unclaimed deposits in the Employees' State Insurance Corporation Provident Fund.</i>				<i>Miscellaneous Advances</i>		
4,274	As per last balance sheet.	6,493		3,16,639	As per last balance sheet.	5,87,546	
2,219	Add amount credited during year.	3,113		3,67,603	Add Payments made during year	2,21,707	
6,493		9,606		6,84,242		8,09,253	
—	Less Payments made during year.	—	9,606	96,696	Less Receipts during the year.	2,07,089	6,02,164
6,493				5,87,546			
	<i>Miscellaneous Deposits</i>				<i>Loans granted to State Governments</i>		
84,115	As per last balance sheet	50,937		49,75,546	As per last balance sheet	72,69,766	
33,178	Less Deposits repaid during year	—		22,94,220	Add Payments made during year	1,00,000	73,69,766
—	Add Deposits received during year	2,48,127	2,99,064	72,69,766			
50,937					<i>Remittances</i>		
					<i>Cash Remittances.</i>		
				(—) 46,136	As per last balance sheet	20,04,500	
				37,00,11,407	Add Debits adjusted during year	39,29,46,618	
				36,99,65,271		39,49,51,118	
				36,79,60,771	Less Credits adjusted during year	39,43,40,118	6,11,000
				20,04,500			

her Remittances—Exchange Accounts.

—	As per last balance sheet.	24,549
4,89,69,120	Add Debits during the year	4,45,46,913
4,89,44,571		4,45,71,462
24,549	Less Credits during the year.	4,45,71,295

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INVESTMENTS AT COST

(1) *Permanent (Partial & Total)
Disablement Benefit Reserve Fund.*

2,86,96,746	As per last balance sheet	3,18,50,76
31,54,0000	Add Investments made during the year	96,86,600
3,18,50,746		4,15,37,346
—	Less Realisation on Maturity or sale of investments.	—
3,18,50,746		4,15,37,346

(2) *Dependants' Benefit Reserve Fund*

1,11,48,701	As per last balance sheet	1,29,65,701
18,17,000	Add Investments made during the year.	30,53,000
1,29,65,701		1,60,18,701
—	Less Realisation on maturity or sale of investments	—
1,29,65,701		1,60,18,701

(3) *Employees' State Insurance Corporation Provident Fund*

79,59,351	As per last balance sheet.	70,27,600
13,46,000	Add Investments made during year	9,02,500
93,05,351		79,30,100

Previous Year (1965-66)	Liabilities	Amount	Total	Previous Year (1965-66)	Assets	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
				5,000	Less Realisation on maturity or sale of investments.	—	
				93,00,351		79,30,100	
				422,72,751	Less Amount transferred to Pen- sion Reserve Fund	—	79,30,100
				70,27,600			
					(4) Depreciation Reserve Fund of Buildings for the Offices of the Corporation (including staff quarters).		
				1,80,808	As per last balance sheet	575,488	
				7,000	Add Investments made during year.	52,000	
				1,87,808		2,27,488	
				12,320	Less Realisation on maturity or sale of investments	—	2,27,488
				1,75,488			
					(5) Depreciation Reserve Fund of equipments in Hospitals and Examination Centres.		
				22,900	As per last balance sheet.	27,900	
				10,000	Add Investment made during the year.	11,000	
				32,900		38,900	
				5,000	Less Realisation on maturity or sale of investments.	5,000	33,000
				27,900			

(6) <i>Depreciation Reserve Fund of Hospital Buildings.</i>			
1,72,500	As per last balance sheet	3,35,500	
1,63,000	Add Investments made during the year	3,82,000	7,17,500
<u>3,35,500</u>			
(7) <i>Depreciation Reserve Fund of Staff Cars.</i>			
29,000	As per last balance sheet.	42,000	
21,000	Add Investments made during the year	24,000	
<u>50,000</u>		<u>66,000</u>	
8,000	Less Realisation on maturity or sale of investments.	12,000	54,000
<u>42,000</u>			
(8) <i>Repair & Maintenance Reserve Fund of Buildings for the Offices of the Corporation (including staff quarters).</i>			
1,43,727	As per last balance sheet.	1,81,727	
38,000	Add Investments made during the year	2,29,000	
<u>1,81,727</u>		<u>4,10,727</u>	
—	Less Realisation on maturity or sale of investments.	49,500	3,61,227
<u>1,81,727</u>			
(9) <i>Repairs & Maintenance Reserve Fund of Hospital Buildings.</i>			
1,600	As per last Balance Sheet	3,65,600	
3,64,000	Add Investment made during the year	7,21,600	
<u>3,65,600</u>		<u>10,87,200</u>	

Previous year (1965-66)	Liabilities	Amount	Total	Previous Year (1965-66)	Assets	Amount	Total
Rs.		Rs.	Rs.	Rs.		Rs.	Rs.
				—	Less Realisation on maturity or sale of investments.	1,600	10,85,600
				3,65,600			
				(10) Pension Reserve Fund for the Employees' of the Corporation.			
				12,04,804	As per last balance sheet	37,73,555	
				2,96,000	Add Investment made during the year	11,25,800	
				15,00,804		48,99,355	
				22,72,751	Less Realisation on maturity or sale of investments.	40,842	48,58,513
				37,73,555			
					General Cash Balances.		
				16,86,22,614	Investments as per last balance sheet	15,29,89,395	
				7,90,67,200	Add Investments during the year	2,97,96,000	
				24,76,89,814		18,27,85,395	
				9,47,90,419	Less Realisation on maturity or sale of investments	6,13,45,761	
				15,29,89,395		12,14,39,634	
				5,05,726	Cash in hand	6,14,965	
				1,68,89,764	Cash with bankers	2,28,33,996	
				1,73,95,490		2,34,48,961	
				17,03,84,885	Total Cash Balance	14,48,88,595	
40,18,23,742	GRAND TOTAL	42,68,02,435	40,18,23,742	GRAND TOTAL		42,68,02,435	

NEW DELHI

Dated the 31st May, 1967.

Sd./- S. P. JOSHI,
Financial Adviser & Chief Accounts Officer,
Employees' State Insurance Corporation.

Audit Certificate

I have examined the foregoing accounts and the balance sheet of the Employee's State Insurance Corporation and obtained all the information and explanations that I have required and subject to the observations in the Audit Report appended, I certify, as a result of my audit, that in my opinion these accounts and the balance sheet are properly drawn up so as to exhibit a true and fair view of the state of affairs of the Employees' State Insurance Corporation according to the best of my information and explanation given to me and as shown by the books of the Employees' State Insurance Corporation.

NEW DELHI

Dated 13th June, 1968.

Sd/- D. D. DHINGRA,
Accountant General Central Revenue.

[No. F. 4/1/68-HI.]

New Delhi, the 14th August 1969

S.O. 3341.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factories specified in column 4 of the Schedule below in sparse areas in the State of Gujarat and specified in the corresponding entries in column (3) of the said Schedule, hereby exempts the said factories from the payment of employer's special contribution leviable under Chapter VA of the said Act for a period of one year from the date of publication of this notification in the official Gazette or until the enforcement of the provisions of Chapter V of that Act in those areas, whichever is earlier.

SCHEDULE

S.No.	Name of District	Name of Area	Name of the factory
1	2	3	4
1	Ahmedabad	Bavla	M/s. The Bavla Ram Vijay Cotton Ginning Factory.
		Ambli Road Station (Thultej)	M/s. Gujarat Iron & Steel Co. Ltd.
		Barca	M/s. State Transport Barca Depot.
		Sanand	M/s. State Transport Sanand.
2	Baroda	Samiala	M/s. Apex Electricals.
3	Bulsar	Vapi	M/s. Atul Drug House Ltd.
4	Bhavnagar	Mahuva	M/s. Navrang Tiles.
5	Jamnagar	Salaya	M/s. Dwarkadas Valji Salt Works.
		Okha	(1) M/s. The Burmah Shell Installation, (2) M/s. Kathiawar Metal & Tin Works (P) Ltd. (3) M/s. Esso Standard Eastern Inc. (4) M/s. Carborundum Universal Ltd. (5) M/s. Indian Oil Corporation Ltd. (6) M/s. G.E. Board Okha Power House.
6	Junagadh	Katiyana Porbander (outside Municipal limit)	Shree Hitesh Oil Mills & Ginning Factory. M/s. Union Bearing Manufacturing Co.
7	Kaira	Mehmedabad Piplag (Nadiad)	M/s. Mehmedabad Tiles & Marble Co. (1) M/s. Paper Cone & Bobbin Factory. (2) M/s. Unique Industries.
		Vasad Petlad (outside Municipal Limit)	M/s. Navrang Tiles Co.
		Mogar	M/s. Narottamdas Jethabhai & Co.
8	Rajkot	Upleta	M/s. Jyoti Switchgear Ltd.
9	Surendranagar	Muli	M/s. Western India Industries.
10	Panchmahal	Godhra	M/s. Plastisite Industries. (1) M/s. Shree Gujarat Flour Mill. (2) M/s. Vallabh Oil Mill.

[No. F. 6(34)/68-H I.]

S.O. 3342.—In exercise of the powers conferred by section 4 of the Employees' State Insurance Act, 1948, (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 2551, dated the 9th August, 1966, namely:—

In the said notification, under the heading "(Nominated by the State Governments under clause (d) of section 4)" in the entry against item 14, for the words "Secretary to the Government of Tamilnadu in the Labour and Housing Department, Madras", the words "Secretary to the Government of Tamilnadu in the Labour Department, Madras", shall be substituted.

[No. F. 3/2/69-H I.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 11th August 1969

S.O. 3343.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Benalee Colliery, Post Office Nandi, District Burdwan and their workmen, which was received by the Central Government on the 4th August, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 34 OF 1969

PARTIES:

Employers in relation to the Benalee Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee Presiding Officer.

APPEARANCES:

On behalf of Employers—Shri Mohit Kumar Mukherjee, Advocate.

On behalf of Workman—Shri Sunil Rajan Ghose, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/1/69-LRII, dated April 9, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the Benalee Colliery and their workmen, to this tribunal, for adjudication, namely:

“Whether the management of the Benalee Colliery, Post Office Nandi, District Burdwan was justified in terminating the services of Shri Sita Ram Tripathi, Pit Munshi with effect from the 12th October, 1968? If not, to what relief is the workman entitled?”

It is not disputed that Nimcha Coal Company Limited are owners of Benalee Colliery.

2. The concerned workman, Sitaram Tripathi, filed a written statement himself. His case was not taken up by any trade union. According to his written statement, he joined the Benalee Colliery, as a pit munshi, on October 2, 1966 and in October, 1967, he was promoted to the post of Head Munshi. He admits that he had never received any letter of appointment. In paragraph 2 of the written statement he states—

“That after joining his appointment, the said Sitaram Tripathi regularly worked and his attendance was being marked in the underground attendance Register maintained at the pit (Bogra seam) as well as in a register in attendance room (Time office) * * *”.

His further case is that while in the employment he was denied wages from July, 1968, bonus for the quarters ending June and September, 1968, profit sharing bonus for the year 1967 and also benefits under the Wage Board's recommendations with effect from August 15, 1967 to October 12, 1968. He says that when he protested against the non-payment of his dues, he was forcibly removed from the colliery and not allowed to join his duties with effect from October 12, 1968. In this high-handed action, he further says, the employer company was supported by one T. N. Shukla, a leader of the employer company sponsored labour union. Lastly, his case is, as pleaded in paragraph 6(a):

“*that no formal order of removal/dismissal/termination was passed nor the workman was intimated of any such order but he was physically removed from the colliery and was not allowed to join his duty;”

3. The employer company also filed a written statement. I need set out only two paragraphs from the said written statement:

"3. That the workman not being an employee of the Colliery, the present reference at his instance is a colourable exercise of his right.

5. That the employers deny the statements and allegations made in paragraph 2 of the written statement of the workman and states that the said Sitaram Tripathi not being an employee of the Colliery there was no scope or occasion for his name being marked in the under-ground attendance register maintained at the Pit (Bogra Seam) as well as in a register in attendance room as alleged nor was his name so marked."

The story of forcible removal of the workman from the colliery was also denied.

4. The concerned workman himself deposed in support of his case. L. N. Mallick, the manager of the colliery deposed on behalf of the employer colliery. I shall deal with the oral evidence in the proper context.

5. In proof of the case that he was actually employed in Benalee colliery, the workman relied upon a certificate, dated July 28, 1967, granted by one A. K. Chatterjee, an ex-manager of Benalee colliery. That certificate (Ext. B) reads as follows:

"I have the pleasure to certify that Sri Sitaram Tripathy, who is working as Pit Munshi for last one year nearly. During this period he has not only satisfied us but also his Co-workers.

It must be emphasised that besides his working hours he is always eager and quick to volunteer his services for which he is much appreciated by both his superiors and Co-workers.

He is always active in public speaking, leadership and welfare activities. Because of his co-operative spirit, pleasant and fine appearance, commendable character and ability, I am most confident in giving him a warm and sincere recommendation.

He will be a great asset to any future manager."

The reception of the document was objected to on behalf of the management. A. K. Chatterjee was not called to prove the certificate. He was said to have granted the certificate on the eve of his departure from the company. According to the management, A. K. Chatterjee was dismissed from the company's service and the workman is not in a position to deny that. The workman himself says:

"The certificate was not numbered. The factum of giving a certificate to me was not entered in the books of the company."

In this state of evidence, it is difficult for me to place very great reliance on Certificate, Ext. B, and I do not make much of it.

6. The next documentary evidence on which the workman relied was a certificate issued to him by the Mines Vocational Training Officer (Ext. A). Formal proof of this document was dispensed with. In order to appreciate the value of this document, I need refer to certain provisions of the Mines Vocational Training Rules, 1966, framed by the Central Government in exercise of the powers conferred by section 58 of the Mines Act, 1952. Chapter II of the rules deals with "Persons to be Trained" and Rule 3 in the chapter reads as follows:

"(3) *Application of Rules*—(1) These rules shall apply to all persons employed or to be employed in a mine, other than the persons specified herein, namely:—

(a) Persons employed or to be employed for the purpose of saving life or property or dealing with circumstances arising out of an accident:

Provided that the owner, agent or manager of the mine shall, forthwith give written notice of every such employment to the Chief Inspector and the Regional Inspector.

(b) Persons holding positions enumerated below being persons employed in a confidential capacity or in a position of supervision or management, namely:

(i) manager, undermanager, underground-manager, assistant manager, ventilation officer and safety officer;

(ii) mining, electrical and mechanical engineer;

(iii) overman, foreman, sirdar and mate.

(iv) mechanical and electrical foreman and electrical supervisor;

- (v) surveyor and assistant surveyor;
- (vi) medical officer, chemist, assayer, metallurgist, and welfare or personnel officer; and
- (vii) any other person who, in the opinion of the Chief Inspector, holds a position of supervision or management by whatever name called.
- (c) Shotfirers and blasters.
- (d) Clerks, accountants and register keepers.
- (e) Persons who have undergone a course of training which is a part of study at an institution approved by the Central Government in this behalf.
- (f) Persons undergoing a course of training in the mine as mining apprentices, provided they work under the personal supervision of an official of the mine.
- (g) Apprentice mechanics or apprentice electricians, if they have undergone an approved course of training at a mine mechanisation centre or other institution approved by the Chief Inspector in this behalf:

Provided that the exemption granted to the persons specified in clauses (d), (e), (f) and (g) shall be subject to the condition that the said person shall undergo a course of refresher training as specified in rule 8.

(2) The Chief Inspector may, by order, for reasons to be recorded in writing and subject to such conditions as he may specify therein, exempt any person or class or category of persons from undergoing any training under these rules."

Chapter IV of the Rules deals with "Refresher Training". It is with this particular training that I am concerned in this reference. I need set out Rules 8, 9 and 11 from the said Chapter:

"8. *Scope and standard.*—Whenever a person returns to employment on the surface or in open cast workings or to employment below ground in a mine, after an absence from work for a period exceeding one year he shall, within one month of his joining duty, undergo refresher training as detailed in the Fourth Schedule, which shall include a minimum of—

- (1) three safety lectures and demonstrations in the case of persons working on the surface or in open cast workings;
- (2) six safety lectures and demonstrations in addition to the training specified in clause (1), in the case of persons working below ground in a non-gassy mine;
- (3) six further lectures and demonstrations about the dangers of inflammable gas and methods of dealing with the same, in addition to the training specified in clauses (1) and (2), in the case of persons working below ground in a gassy mine.

9. *Training of persons already employed.*—Every person in employment in a mine at the date of commencement of this rule shall undergo the refresher training as specified in rule 8, and it shall be sufficient compliance with this rule if before the expiry of every year from such commencement, at least one fifth of the persons so employed are given such training.

11. *Arrangement for refresher training.*—The refresher training shall be so arranged that the persons who have to undergo training can attend the same conveniently either before or after their normal working hours."

It remains for me to set out Rule 28 in Chapter VII, under which certificate. Ext. A, was granted to the workman. The said rule reads:

- "28. *Certificate to trainees.*—(1) Every person who undergoes a course of training prescribed in these rules shall, on completion of the training be interviewed by the Training Officer and if the said officer is satisfied as to the progress and performance of the trainee he shall grant a certificate in Form A or Form B, as the case may be. The certificate so granted shall be countersigned by the owner, agent or manager. Where the training Officer is not satisfied with the progress or performance of any trainee, he shall report the same to the manager, who may either discharge him or, if he thinks fit, arrange to give him further training.
- (2) The cost of the photograph to be fixed on the certificate in Form A or Form B shall be borne by the owner or agent.

- (3) A person who has obtained a certificate on successful completion of the training shall be eligible for absorption, in any mine, to the category of the post for which he has been trained."

Now, certificate (Ext. A), granted to the concerned workman, is couched in the following language:

"MINES VOCATIONAL TRAINING CERTIFICATE

FORM B

See Rule 28()

Certificate of Refresher training.—I hereby certify that Shri Sitaram Tripathy, s/o Late Brijbihari Ram Tripathy, Village Chhapra Bujurug, Police Station Rudrapur, P.O. Nagawa Khas, District Deoria, State Uttar Pradesh has between 30th October 1967 and 15th December 1967 duly undergone the refresher training required under Chapter IV of the Mines Vocational Training Rules 1968, for Refresher Course.

Sd. Illegible,

Date 13th April 1968.

Training Officer,

Mines Vocational Training Centre

Benalee Colliery

P. O. Nandi (Burdwan).

Photograph

of Sitaram
Tripathy

(Specify below whether non gassy or gassy mine)

Non-gassy mine

(Sd.) SITARAM
TRIPATHY

Seal of Vocational
Training Centre

(Sd.) L. N. MALICK
Countersignature of
the Agent or Manager

Signature or
left Thumb
impression
of the per-
son trained.

Seal of
Nimcha
Coal Co.,
Ltd.

From the above certificate, it appears that the concerned workman had undergone a Refresher Training course in Mines Vocational Training Centre from Benalee Colliery of the Nimcha Coal Company Ltd. and was either a person employed in the Colliery or was a person who returned to employment on the surface or in open cast workings or to employment below ground in the mine after an absence from work for a period exceeding one year or was a person who satisfied the requirements of Rule 9 in Chapter IV. L. N. Mallick, the Manager of the colliery when confronted with Ext. A attempted the following explanation:

"To Tribunal—

Sitaram Tripathi was a worker of S.S.P. Workers Union in the local area. He requested me for being permitted to attend the Mines Vocational Training. Although he was not a worker in the colliery, I gave him that permission. He got the permission and got himself trained but never applied for work in the colliery and therefore he was not employed in Benalee Colliery. He was not employed in the mine of

ours. Nor was he undergoing training, nor was he meant to be employed in our mine. Even then I gave him permission.

Exam. in chief contd.—

For the purpose of granting leave to workmen we follow the leave rules in Chapter VIII of the Mines Rules. We do not recommend for training anybody who is not a worker of colliery, because no question arises for granting leave to a non-workman.

* * * * *

Cross Examination—

I have no documentary evidence to show that anybody who is not a trainee in the colliery can be sent up by me for vocational training."

The explanation does not convince me. It is difficult to believe that the Manager took liberties, beyond what was permissible under rules, in granting permission to Sitaram Tripathi and that also for apparently no satisfactory reason.

7. That the manager, L. N. Mallick, was not speaking correctly further appears from Exts. C. D. & E. three leave applications, respectively dated December 27, 1967, February 29, 1968 and May 1, 1968. Each one of the applications for leave bear the endorsement 'Granted' with the admitted initial of L. N. Mallick affixed thereon. Confronted with Exts. C. D. & E., L. N. Mallick, the manager, attempted the following explanation:

"Sitaram Tripathi used to be the Secretary of the S.S.P. Workers. He used to come to my office at times with bunches of leave applications. There were so many Sitarams working in the colliery. I granted leave to Sitarams, who were working in the colliery. Sitaram Tripathi must have taken one or more of such applications as applications of leave for himself. What I mean to say he must have added Tripathi after the name of Sitaram, only after I had granted leave to a Sitaram who was really our workman. The same explanation applies to Ext. C, Ext. D and Ext. E."

In course of cross examination this witness was asked:

Ques: Do you have any document to show that Sitaram Tripathi was the Secretary of any S.S.P. Union?

Ans: I have one document. This is that document. (The witness produces a document in which Sitaram Tripathi is described as Mazdoor Pratindhi, Benalee Colliery). The document is marked Ext. 4.

Further pursued in cross-examination he admitted that he had no document showing that Sitaram Tripathy was the Secretary of the S.S.P. Union. I have examined Exts. C.D.&E. It does not appear to me that the word 'Tripathy' was subsequently added to the signature of Sitaram. The name appears both in typed script and in manuscript. The typed script is so placed that it belies the suggestion of subsequent interpolation. So also does the signature. The entire signature 'Sitaram Tripathy' appears to have been written by one and the same hand and that hand appears to be the hand of Sitaram Tripathy. I am therefore, not prepared to place any reliance on the explanation by which L. N. Mallick, the manager, tried to wriggle out of his endorsement on the leave applications, Exts. C, D & E.

8. Thus the position is that the concerned workman got his training as a workman from Benalee Colliery. The fact that he was working and getting leave from Benalee Colliery is evidenced by Exts. C, D & E. This is sufficient to establish that he was a workman serving in the Benalee Colliery of Nimcha Coal Company Limited.

9. Although this is the position, the workman also did not fair well as a witness. In paragraph 2 of his written statement, which I have already set out, he stated that his attendance was being marked in the underground attendance Register (Bogra seam) as well as in the Register of attendance room (Time office). Three volumes of Form C registers for the month of January 1967 for all the three shifts of underground workmen [Exts. II(11), II(35) and II(36)] were produced before me. They did not contain the name of Sitaram Tripathy. In his evidence, the workman said, 'I used to sign the wage register at the time of receipt of my wages'. Wage registers were produced and marked as Exhibits. They did not contain the name of Sitaram Tripathy. In my opinion, the workman indulged in over-doing, when he sought for support for his case in Form C

registers or in the Wage Registers. If I had not other evidence before me, which falsified the written statement of the employer, it would have been difficult for me to grant relief to the workman on his oral evidence or on the case pleaded by him in the written statement. Fortunately for the workman, there are pieces of evidence of unimpeachable credibility namely, Exts. A.C.D.&E. which support his case. They go to show that he was a workman in Benalee Colliery. If he was a workman there is no dispute that he was a pit munshi although the workman's case that he was a head munshi is not established. There is no ground pleaded or shown why his services were terminated with effect from October 12, 1968.

10. The employer company produced and exhibited a mass of registers to show that the name of Sitaram Tripathy was not borne thereon. In my opinion, the evidence of the registers is of doubtful value. I do not also know whether they are all the registers. The documentary pieces of evidence that I have relied upon are far more satisfactory evidence.

11. I, therefore, hold that the management of Benalee Colliery was not justified in terminating the services of Sri Sitaram Tripathy, Pit Munsif, with effect from 12th October 1968. As such he is entitled to reinstatement in his own office. There is no evidence that he was wholly unemployed from October 1968. I do not, therefore, make any award in his favour for back wages. The order of reinstatement shall take effect forthwith from the date of signing of this award.

This is my award.

Dated,
August 1, 1969.

Sd/- B. N. BANERJEE,
Presiding Officer.
[No. 6/1/69-LRII.]

S.O. 3344.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Patmohana Colliery, Post Office Sitarampur, District Burdwan and their workmen, which was received by the Central Government on the 4th August, 1969.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 37 OF 1969

PARTIES:

Employers in relation to the management of Patmohana Colliery.

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent.

On behalf of Workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/5/69-LRII, dated April 9, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the management of Patmohana Colliery and their workmen, to this tribunal, for adjudication, namely:

“Whether the management of Patmohana Colliery, Post Office Sitarampur, District Burdwan was justified in stopping Shri Ramprem Rajbhar, Miner, from work with effect from the 17th October, 1968? If not, to what relief is the workman entitled?”

2. The parties to the dispute did not file their written statements, although called upon to do so. They did not care to appear on the date fixed for settling the

date of peremptory hearing. The date of peremptory hearing, namely to-day, was fixed in the absence of parties, by an order dated June 27, 1969. The parties were informed of the date of peremptory hearing by registered post.

3. To-day nobody appeared either on behalf of the management or on behalf of the workmen. In these circumstances, I presume that no further dispute exists between the parties. In this presumption I find support from a statement made in an application filed in another reference, namely Reference No. 28 of 1969, which was disposed of on July 18, 1969, to the effect that the dispute between the parties in the present reference (namely Reference No. 37 of 1969) stood the chance of amicable settlement.

4. Be that as it may, in the circumstances already stated I pass a 'no dispute' award between the parties.

This is my award.

Dated, August 1, 1969.

(Sd.) B. N. BANERJEE,
Presiding Officer.
[No. 6/5/69-LRII.]

New Delhi, the 14th August 1969

S.O. 3345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the matter of an application under Section 33A of the said Act from Assistant General Secretary, National Coal Organisation Employees Association, Darbhanga House, Ranchi, which was received by the Central Government on the 7th August, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

COMPLAINT No. 10 OF 1968

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947,

(Arising out of Reference No. 244 of 1967 referred to by the Ministry by its Order No. 1/22/67-LRII dated 19-7-1967).

PARTIES:

The workmen of the National Coal Development Corporation Limited, represented by the National Coal Organisation Employees Association, Darbhanga House, Ranchi—*Complainants*.

Vs.

The employers in relation to the National Coal Development Corporation Ltd., Darbhanga House, Ranchi—*Opp. Party*.

APPEARANCES:

On behalf of the *Complainants*—Shri R. K. Naug, Assistant General Secretary, National Coal Organisation Employees Association.

On behalf of the *Opp. Party*—Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners' Association.

STATE: Bihar

INDUSTRY: Coal

Dhanbad, 4th August, 1969

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by the workmen against the National Coal Development Corporation, Limited, Ranchi, complaining that while the Reference No. 244 of 1967 was pending the employers contravened the provisions of Section 33 of the Industrial Disputes Act, 1947 in respect of some workmen.

2. On 16th July 1969 Shri R. K. Naug, Assistant General Secretary, National Coal Organisation Employees Association representing the complainants and Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners Association representing the opposite party have filed a compromise memo stating that the dispute between the parties has been settled in terms of the compromise and that an award be made in terms of compromise settlement. The compromise memo is duly verified. The award is made in terms of the settlement of compromise and the compromise memo is made part of the Award.

(Sd.) N. VENKATA RAO,
Presiding Officer,
Central Govt. Industrial Tribunal (No 2)
Dhanbad.

BEFORE THE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD
COMPLAINT No. 10 of 1968

(under Section 33A of the I.D. Act arising out of A.T. Ref. No. 244 of 1967)

PARTIES:

The Workmen of N.C.D.C. Ltd. represented by National Coal Organisation Employees Association, Ranchi—*Complainants*.

Vs.

The Employers in relation to the National Coal Development Corporation Ltd., Ranchi—*Opp. Parties*.

In the matter of above application both the parties have arrived at the following mutual settlement:—

- (1) That the Management has already absorbed 32 retrenched persons out of the 45 workmen concerned in the above complaint.
- (2) That the management agrees to absorb the remaining 13 workmen mentioned below in vacancies within a period of four months from the date of this application subject to management's policy of recruitment and medical fitness of the workers concerned;
- (1) Sri Lakhan Lal, Truck Khalasi, (2) Sri Baldeo Raj, Driver, (3) Sri Sukhdeo, (4) Sri Kashi, Water Carriers, (5) Sri Hari Das, Mason, (6) Sri Madheshwar, S/Labour, (7) Sri Desai, (8) Sri Toop Lal, (9) Sri Chaita, (10) Sri Phool Chand, Mazdoors, (11) Sri Manager Singh, (12) Sri Jitan Mahato and (13) Sri Lal Bir Bahadur, Watchmen.
- (3) Both the parties pray to the Hon'ble Tribunal to grant the award in terms of the compromised settlement.

(Sd.) (Illegible)

16-7-1969

General Secretary,
For & on behalf of the National
Coal Organisation Employees Assn.,
Darbhanga House, Ranchi.

(Sd.) Illegible,

16-7-1969

Asstt. General Secretary.

(Sd.) Illegible,

16-7-1969

for Managing Director,
For & on behalf of the National
Coal Development Corporation
Ltd., Darbhanga House, Ranchi.

N. Venkata Rao.

Presiding Officer,
Central Govt. Industrial Tribunal (No. 2)
Dhanbad.

Dated, Ranchi 16th July, 1969.

[No. 1/22/67-LR.II(1).]

S.O. 3346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the matter of an application under Section 33A of the said Act from Assistant General Secretary, National Coal Organisation Employees Association, Darbhanga House, Ranchi, which was received by the Central Government on the 7th August, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

COMPLAINT No. 10 OF 1968

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

In the matter of a complaint under Section 33A of the Industrial Disputes Act, 1947.

(Arising out of Reference No. 244 of 1967 referred to by the Ministry by its order No. 1/22/67-LRII dated 19th July, 1967).

PARTIES:

The workmen of the National Coal Development Corporation Limited, represented by the National Coal Organisation Employees Association, Darbhanga House, Ranchi—*Complainants*.

Vs.

The employers in relation to the National Coal Development Corporation Limited, Darbhanga House, Ranchi—*Opp. Party*.

APPEARANCES:

On behalf of the Complainants—Shri R. K. Naug, Assistant General Secretary, National Coal Organisation Employees Association.

On behalf of the Opp. Party—Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners' Association.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 4th August, 1969

AWARD

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by the workmen against the National Coal Development Corporation, Limited, Ranchi, complaining that while the Reference No. 244 of 1967 was pending the employers contravened the provisions of Section 33 of the Industrial Disputes Act, 1947 in respect of some workmen.

2. On 16th July, 1969 Shri R. K. Naug, Assistant General Secretary, National Coal Organisation Employees Association representing the complainants and Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners Association representing the opposite party have filed a compromise memo stating that the dispute between the parties has been settled in terms of the compromise and that an award be made in terms of the compromise settlement. The compromise memo is duly verified. The award is made in terms of the settlement of compromise and the compromise memo is made part of the Award.

Sd./- N. VENKATA RAO,
Presiding Officer,

Central Government Industrial Tribunal (No. 2) Dhanbad.

BEFORE THE PRESIDING OFFICER,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD.

COMPLAINT NO. 10 OF 1968

(Under Section 33A of the I. D. Act arising out of A. T. Ref. No. 244 of 1967)

PARTIES:

The Workmen of N.C.D.C. Limited represented by National Coal Organisation Employees Association, Ranchi—*Complainants*.

Vs.

The Employers in relation to the National Coal Development Corporation Limited, Ranchi—*Opp. Parties*.

In the matter of above application both the parties have arrived at the following mutual settlement:—

(1) That the Management has already absorbed 32 retrenched persons out of the 45 workmen concerned in the above complaint.

(2) That the management agrees to absorb the remaining 13 workmen mentioned below in vacancies within a period of four months from the date of this application subject to management's policy of recruitment and medical fitness of the workers concerned.

- (1) Sri Lakhan Lal, Truck Khalasi.
- (2) Sri Baldeo Raj, Driver.
- (3) Sri Sukhdeo.
- (4) Sri Kashi, Water Carriers.
- (5) Sri Hari Das, Mason.
- (6) Sri Madheshwar, S/Labour.
- (7) Sri Dosai.
- (8) Sri Toop Lal.
- (9) Sri Chaita.
- (10) Sri Phool Chand, Mazdoors.
- (11) Sri Manager Singh.
- (12) Sri Jitan Mahato and
- (13) Sri Lal Bir Bahadur, Watchmen.

(3) Both the parties pray to the Hon'ble Tribunal to grant the award in terms of the compromised settlement.

Sd./- Illegible.
for Managing Director,

(Sd.) Illegible
General Secretary.

For and on behalf of the National
Coal Organisation Employees Association,
Darbhanga House, Ranchi.
Dated the Ranchi 16th July, 1969.

For and on behalf of the National
Coal Development Corporation Ltd.,
Darbhanga House, Ranchi.

(Sd.) Illegible.

[No. 1/22/67-LR-II(II).]

S.O. 3347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad, in the industrial dispute between the employers in relation to the Serampur Colliery of National Coal Development Corporation Limited, Giridih, District Hazaribagh (Bihar) and their workmen, which was received by the Central Government on the 1st August, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

PRESENT

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 264 of 1967

In the matter of an industrial dispute under Section 10 (1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Serampur Colliery of National Coal Development Corporation Limited, Giridih, District Hazaribagh (Bihar).

AND

Their Workmen

APPEARANCES:

On behalf of the employer: Shri M. L. Thakur, Group Personnel Officer.

On behalf of the workmen: Shri K. L. Pal, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 25th July, 1969

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Serampur Colliery of National Coal Development Corporation Limited, Giridih, District Hazaribagh (Bihar) and their workmen, by its order No. 2/48/67-LRII dated 19th September, 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the employers in relation to the Serampur Colliery of National Coal Development Corporation Limited, Giridih, District Hazaribagh (Bihar) were justified in demoting, with effect from the 1st February, 1966, Shri Ram Kisun Chamar from the post of Mining Sirdar to the post of Shot Firer? If not, to what relief is the workman entitled?"

2. Employers as well as the workmen filed their statement of demands. The employers also filed a rejoinder to the statement of workmen.

3. Shri Ram Kisun Chamar (hereinafter referred to as the affected workman) was a mining sirdar at Serampur colliery of National Coal Development Corporation Ltd., Giridih, District Hazaribagh (Bihar) (hereinafter referred to as the employers). On the night intervening 13th and 14th October 1965 an accident took place due to blasting in which one person died and 2 others were injured. The affected workman was the mining sirdar on duty on the night at the place of occurrence. On 14th October 1965 the Manager of the colliery served a charge-sheet on the affected workman, alleging that he had failed to discharge his statutory duties under Regulation No. 44(1) (b) and Regulation No. 170(3) of the Mines Regulations 1957, that the failure of the affected workman constituted a serious misconduct on his part and that he should submit his explanation within 7 days. Through the same charge-sheet the affected workman was suspended with effect from 14th October 1965. The affected workman submitted his explanation, admitting the facts mentioned in the charge-sheet, but pleading that he was not present at the place of occurrence at the time of the blasting as he had gone to see the deputy overman as wanted by him, that before leaving the place he had repeatedly told the shot firer not to blast any cartridge until and unless he returned, that the shot firer blasted the cartridges in contravention of his instructions and in his absence resulting in the accident and that as such he was innocent. The Deputy Superintendent of collieries issued a memo stating that he would conduct enquiry on 3rd and 4th November, 1965 and informing the affected workman to present himself along with his witness and evidence. The Deputy Superintendent conducted the enquiry in presence of the affected workman. He examined one witness for the management and the affected workman and 2 witnesses in defence. Then the enquiry officer submitted his report finding the affected workman guilty of the

charge, under a covering letter to the Additional Area General Manager. The Additional Area General Manager accepted the finding of the enquiry officer and directed the Deputy Superintendent of collieries to issue a notice to the affected workman to show cause why he should not be demoted as a shot firer as a punishment. Accordingly, a notice was issued to the affected workman and he submitted his explanation. The Additional Area General Manager issued a letter punishing the affected workman by demoting him from the post of mining sirdar to the post of shot firer. These facts are not in dispute. The case of the workmen is that the affected workman had left the place of occurrence to meet the deputy overman as desired by him, directing the shot firer to leave the place and to take rest and not to fire any shot before the affected workman returned, that in disobedience to his order the shot firer had fired shots in the absence of the affected workman resulting in the accident, that the enquiry held by the Deputy Superintendent of collieries was perfunctory, that the defence witnesses were cross-examined by the enquiry officer before the affected workman examined them, that the enquiry officer took into consideration the evidence of witnesses who were not examined in the enquiry against the affected workman and that the finding of the enquiry officer was perverse. The workmen were represented by Shri K. L. Pal, Advocate and the employers by Shri M. L. Thakur, Group Personnel Officer. On admission by the employers Exts. W 1 to W 9 for the workmen and on admission by the workmen Exts. M 1 to M 8 for the employers were marked. On behalf of the workmen the affected workman was examined and on behalf of the employers 2 witnesses were examined and Exts. M 9 to M 30 were marked.

4. In view of the admitted facts the only point to be considered is how far the domestic enquiry held against the affected workman was proper and in accordance with the principles of natural justice. The domestic enquiry was conducted by Shri J. N. Sarkar, the Deputy Superintendent of Collieries, MW. 1. It is not in dispute that on both the days of enquiry the affected workman was present and he examined himself and 2 witnesses in his defence and one witness was examined for the management. The enquiry officer, MW. 1 has in his evidence that the witness for the management was examined by the enquiry officer himself and the affected workman did not cross-examine him. The statement of the management's witness is Ext. M 9. The statement of the affected workman is Ext. M 12 and the statements of his 2 defence witnesses are Exts. M 10 and M 11. The enquiry officer says that the affected workman and his 2 defence witnesses were not examined by any one but they were cross-examined by the Manager. The enquiry officer also cross-examined them. I do not find any irregularity in the procedure adopted by the enquiry officer in recording the statements of the affected workman and his 2 defence witnesses. When the affected workman simply produced himself and his 2 witnesses before the enquiry without putting any question in examination-in-chief, there was nothing wrong in the Manager or the enquiry officer in putting questions and eliciting from them what they knew about the charges brought against the affected workman. The statements are recorded in questions and answers. Having gone through the statements I find that the affected workman could do no better in eliciting the information from them by putting questions to them in examination-in-chief. The affected workman, as well as his 2 witnesses have in their statements that at the time of occurrence the affected workman was away from the place of occurrence and that that was the defence pleaded before the enquiry officer. It is not the evidence of the affected workman, WW. 1 that he was not given proper opportunity to cross-examine the management's witness or to produce his own defence witnesses. No other irregularity is alleged in his deposition. Even during arguments no reason is attributed to the enquiry officer why he should give the finding against the affected workman. The enquiry officer had before him the evidence of one witness for the management and 3 witnesses for defence and on this evidence he arrived at the conclusion that the affected workman was guilty of the charge. It is true that the enquiry officer referred to the evidence of some witnesses who were not examined in the present enquiry. But the point is whether he had evidence before him in the enquiry to support his finding. The Tribunal is not a court of appeal to go into appreciation of the evidence or see if there was sufficient evidence to support the finding of the enquiry officer, particularly when no specific allegation is made regarding the procedure adopted at the enquiry. Having gone through the evidence, Exts. M 9 to M 13, I cannot say that there was no evidence at all to support the finding. I do not find any reason to interfere with the finding of the enquiry officer. The finding of the enquiry officer was accepted and the demotion order of the affected workman was issued by the Additional Area General Manager, who is the highest authority of the colliery. The certified copy of the judgment of the 1st Class Magistrate, Giridih dated 4th June, 1968 is brought to my notice. From the judgment it appears that the affected workman and some other were prosecuted under Section 304A and 337 IPC in respect of the same occurrence and the affected workman was found guilty and convicted and

sentenced to 1 year RI and six months RI and under each of the sections. From the judgment it does not appear that the affected workman had taken the plea before the Magistrate that at the time of the occurrence he was away from the scene of occurrence or that the shot firer had done the blasting against the specific directions given by the affected workman.

5. As a result of my above discussions I find that the employers in relation to the Serampur Colliery of National Coal Development Corporation Limited, Giridih, District Hazaribagh (Bihar) were justified in demoting, with effect from the 1st February, 1966, the affected workman. Shri Ram Kisun Chamar from the post of Mining Sirdar to the post of Shot Firer and, consequently the affected workman is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO, Presiding Officer.

Central Government Industrial Tribunal,

(No. 2) Dhanbad.

[No. 2/48/67-LR.II.]

S.O. 3348.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Digwadih Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jealgora (Dhanbad) and their workmen, which was received by the Central Government on the 4th August 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No. 94 OF 1968

PRESENT.

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES.

Employers in relation to the Digwadih Colliery of M/s. Tata Iron & Steel Co. Ltd.,

Vs.

Their workmen.

APPEARANCES:

For Employers.—Shri L. H. Parvatiya, L.A.

For Workmen.—Shri B. N. Sharma, President Congress Mazdoor Sangh.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 28th of July, 1969

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Digwadih Colliery of Messrs Tata Iron and Steel Company, Limited, Post Office Jealgora (Dhanbad), and their workmen by its order No. 2/191/66-LRII dated the 13th of March, 1967, referred the dispute to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

“(a) whether the dismissal of Sri Thakur Singh, Watchman, Watch and Ward Department, with effect from the 8th May, 1964 by the management of Digwadih Colliery, of Tata Iron and Steel Co. Limited, Jamadoba, Dhanbad, was justified?

(b) If not to what relief is he entitled?”

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 27 of 1967 on its filed. While it was pending there the

proceeding was transferred to the Central Government Industrial Tribunal No. 2, Dhanbad, by the Central Government by its order No. 8/25/67-LRII, dated the 8th of May, 1967 where it was registered as reference No. 224 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII dated the 13th August, 1968 transferred the dispute to this Tribunal and here it has been renumbered as reference No. 94 of 1968.

3. On 27th September 1968 the employers filed their written statement in which they contend *inter alia* that the concerned workman Sri Thakur Singh was employed as watchman at the Digwadih colliery. On 10th February 1964 the concerned workman Sri Thakur Singh forcibly snatched away Rs. 100/- from the hand of Sri Chamru Turi, another employee, at the payment counter of Digwadih colliery, when the latter received his wages for the month of January. For the above misconduct a chargesheet dated 21st February 1964 was issued to Sri Thakur Singh to which he submitted his explanation. By a notice dated 27th/29th February 1964 the date of enquiry was fixed on 4th March 1964. In spite of the above notice of enquiry the concerned workman Sri Thakur Singh did not attend the departmental enquiry on the above date and it was therefore, conducted in his absence. In the above departmental enquiry the misconduct mentioned in the charge sheet was satisfactorily established and Sri Thakur Singh was therefore, dismissed with effect from 8th May 1964. According to the management the dismissal of Sri Thakur Singh with effect from 8th May 1964 is justified and he is not entitled to any relief. It is also alleged that the employers had no knowledge if Sri Thakur Singh was member of Congress Mazdoor Sangh.

4. The Congress Mazdoor Sangh filed the written statement on behalf of the concerned workmen on 21st October 1968. According to the union the concerned workman was permanent employee of the Management with a blameless service of a long period till he was wrongfully and unlawfully dismissed from service in utter disregard of the principles of natural justice by the management with effect from 8th May 1964.

5. The concerned workman was served with charge sheet dated the 20th February, 1964 accusing him of having forcibly snatched the sum of Rs. 100/- from a co-employee when the latter had received his wages for the month of January, 1964. He was therefore, charged under clauses 19(1), 19(13) and 19(19) of the Standing Orders and violation of the Bihar Prohibition of Workmen's Wages Act. The workman replied to the chargesheet on the 26th February, 1964 denying all the charges. In spite of the workman's denial of the charges the enquiry was alleged to have been held on the 4th of March, 1964 in his absence. The workman in order to substantiate his contention had to collect certain documents from the Gram Panchayat. He was unable to get the documents from the Gram Panchayat at such a short notice and therefore, he filed an application on the 4th of March, 1964 for extension of one week's time to produce necessary documents. But the request was not granted and the enquiry was held *ex parte* in his absence in utter disregard of the principles of natural justice. According to the Union the enquiry was held in utter disregard of the principles of natural justice. According to the Union the dismissal of the concerned workman was unjustified and the workman is therefore, entitled to be reinstated with full back wages.

6. On behalf of the management two witnesses were examined and 15 items of documents were exhibited and were marked as Ext. M-1 to M-15. On behalf of the workman one witness was examined namely Sri Thakur Singh, the concerned workman and five items of documents were exhibited and were marked as Ext. W-1 to W-5.

7. The point for determination is whether the dismissal of the concerned workman Sri Thakur Singh by the management was justified?

8. Ext. M-1 is the chargesheet. In the chargesheet it was alleged that on 10th February 1964 at 12-30 P.M. the concerned workman, Sri Thakur Singh forcibly snatched away Rs. 100 from the hand of Sri Chamru Turi, Line Mazdoor near the payment counter when he had received his wages for the month of January, 1964. He was therefore, charged under clauses 19(1), 19(13) and 19(19) of the Co's Standing Orders and violation of Bihar Prohibition of Workmen's Wages Act, Clause 19(1) of the Standing Order runs as follows:—

"Wilful insubordination or disobedience, whether along or in combination with another or others, of any lawful or reasonable orders of a superior."

Clause 19(13) of the Standing Orders runs as follows:—

"Lending money to or borrowing money from subordinate employees."

19(19) of the Standing Orders runs as follows:—

"Any breach of the Indian Mines Act, or of any other Act, or of any rules or bye-laws thereunder, or of standing orders.

9. Sri Chamru Turi made an complaint to the manager on 10th February 1964 to the effect that Sri Thakur Singh had snatched away Rs. 100/- from his hand while he was standing near the payment counter (*vide* Ext. M-4). It seems that Ext. M-4 is the basis of the chargesheet. In his complaint Sri Chamru Turi cited N. S. Misra and B. Kahman as his witnesses. The manager also examined them and their statement is Ext. M-7 wherein they stated that as soon as Sri Chamru Turi took his wages in his hand Sri Thakur Singh the concerned workman snatched away a sum of Rs. 100 from his hand. Ext. M-13 is the enquiry report and the Enquiring Officer has also stated therein that the concerned workman Sri Thakur Singh was charged for forcibly snatching away Rs. 100 from the hands of Chamru Turi, Line Mazdoor on 10th February 1964 when he took payment of his wages and he came to the finding that Sri Thakur Singh, Watchman snatched away Rs. 100 from the hands of Sri Chamru Turi. Ext. M-2 is the letter of dismissal and it also recites that it has been proved that he was guilty of the charge brought against him *viz.* forcibly snatching away Rs. 100 from the hands of Chamru Turi, Line Mazdoor, near the payment counter of Digwadih colliery when he had received wages for the month of January, 1964.

10. There was no evidence before the Enquiring Officer that the concerned workman contravened any of the provisions of the aforesaid clauses *viz.* Clauses 19(1) (13) and (19) of the Standing Orders or that he contravened the provisions of the Bihar Prohibition of Workmen's Wages Act nor there is any specific finding on the aforesaid point.

11. It is an elementary principle that a person who is required to answer a charge must know not only the accusation but also the testimony by which the accusation is supported. It is essential that the chargesheet should be clear contain sufficient indications of the alleged misconduct. The chargesheet must be specific and must set out all the necessary particulars. The person chargesheeted must know what he is charged with and must have the amplest opportunity to meet the charge. A person must be told in the clearest terms and with full particulars what he is alleged faults are.

12. The object of furnishing a chargesheet is to give an opportunity to the person who is charged with misconduct to give an explanation to defend himself. The rule of natural justice required that the person charged should know the nature of offence with which he is charged and should be given opportunity to defend himself and to give a proper explanation.

13. The charges, which a person is called upon to meet must, therefore, be clear; precise and accurate. Fair hearing presupposes a precise and definite catalogue of charges, so that the persons charged may understand and effectively meet them. If the charges are imprecise or indefinite, the persons charged would not be able to understand them and defend himself effectively, and the result would not be a fair and just enquiry.

14. In view of the circumstances I hold that the charge was not properly framed against the concerned workman. Even during the ex-parte enquiry there was no evidence on the point of commission of misconduct under clauses 19(1) (13) and (19) nor there was any evidence of violation of any of the provisions of Bihar Prohibition of Workmen's Wages Act.

15. The concerned workman Sri Thakur Singh was found guilty of snatching away Rs. 100 from the hand of Sri Chamru Turi. Such an act constitutes an offence under the Indian Penal Code cannot be a subject matter of departmental enquiry. Such an act would constitute theft and this kind of misconduct is not covered under any of the provisions of the Standing Order. The domestic Tribunal has no jurisdiction to try a misdemeanour of this kind. A misconduct of this nature is not covered under any of the provisions of Standing Order and in this view of the case also the departmental enquiry was not proper, fair and legal.

16. The Supreme Court in Punjab National Bank Ltd.'s case [A.I.R. 1960 S.C. 160] observed that the enquiry by the Tribunal must be confined to the charges on which the order made by the employer was based. In that case their

Lordship observed that in view of the fact that it is not open to the employer in the enquiry before the Tribunal to add any further charges, the case has to be considered by the Tribunal only on the original chargesheet as it was framed. Even where the Tribunal is inclined to take the view that the additional misconduct on which the employer wants to rely would have justified the employee's dismissal, the employer cannot be allowed to raise the question of such misconduct if it has not been included in the original chargesheet.

17. There was another serious infirmity in the enquiry. The concerned workman Sri Thakur Singh has submitted his reply to the chargesheet on 26th February 1964. Ext. M-1 is the original chargesheet containing both the chargesheet and the reply thereto. But Ext. M-1 was not before the Enquiring Officer at the time of writing his report. The Enquiring Officer, had received the duplicate copy of the chargesheet (Ext. M-8) but it did not contain the reply to the chargesheet by the concerned workman Sri Thakur Singh. The Enquiring Officer, Sri N. K. Prasad is MW-1 and he has stated in his evidence before this tribunal that the explanation of Sri Thakur Singh in reply to the chargesheet was not before him at the time of writing the report.

18. In this view of the case also it cannot be said that the report of the Enquiring Officer was proper and fair because at the time of writing his report the explanation of the concerned workman was not before him.

19. Sri N. K. Prasad, the Enquiring Officer has stated in his evidence that he issued the notice of enquiry on 14th February 1964 fixing the enquiry on 26th February 1964 (Ext. M-9). On 26th February 1964 Sri Thakur Singh did not attend the enquiry proceeding and therefore, a notice of enquiry was again issued to him on 29th February 1964 fixing the date of enquiring on 4th March 1964 (*vide* Ext. M-11). It is said that the notice of enquiry (Ext. M-11) was received by Sri Thakur Singh on the same date through peon book (*vide* Ext. M-15). According to the Enquiring Officer on 4th March 1964 Sri Thakur Singh did not appear in the enquiry proceeding and therefore, he held departmental enquiry *ex-parte* in his absence. The case of the concerned workman, Sri Thakur Singh is that it was not possible for him to appear before the departmental enquiry on 4th March 1964 because in order to substantiate his case he had to collect certain papers from the Gram Panchayat. In his evidence he stated before me that on 4th March 1964 he went to attend the enquiry and submitted an application for adjournment the enquiry but the Enquiring Officer did not accept the application and therefore, he sent that application under registered cover. That application is Ext. W-3. In that application he stated that he as implicated due to enmity in the case. In order to prove this fact he had to obtain papers from the Gram Panchayat where his case was pending. He further stated that during the short notice it was not possible to him to collect certain papers and therefore, he prayed for adjournment. That paper of Gram Panchayat has been filed before me and has been marked as Ext. M-5. This is a complaint by Sri Thakur Singh to the Gram Panchayat, Jorapokhar in which he stated that he was assaulted by Chamru Turi and was abused by Sri B. Rahman and S. N. Mian. It is to be noted that it was alleged by the management that he had snatched away Rs. 100 from Sri Chamru Turi and in that connection Sri B. Rahman and S. N. Mishra were the witnesses. His prayer was not granted and the enquiry was held on 4.3.64. From the facts stated above it cannot be said that the concerned workman deliberately and without any reasonable ground absented himself from the enquiring proceeding.

20. In industrial enquiries the question of the *bona fides* or *mala fides* of the employer is often at issue. It is alleged that the employer was actuated by a desire to victimize a workman for his trade union activity. These are the reasons why domestic enquiries in industrial matters should be held with scrupulous regard for the requirement of natural justice. Care must always be taken to see that these enquiries are not reduced to empty formality.

21. In this view of the case I find that the concerned workman was not given full opportunity to represent his case in the domestic enquiry. In this view also the domestic enquiry cannot be said to be fair and its finding cannot be upheld.

22. I, therefore, hold that the dismissal of Sri Thakur Singh, Watchman, Watch and Ward Department, with effect from the 8th May, 1964 by the management was not justified. The concerned workman Sri Thakur Singh is therefore, entitled to be reinstated with full back wages from the date of dismissal i.e. from the 8th of May, 1964 upto the date of reinstatement along with continuity of service.

23. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA, Presiding Officer.

[No. 2/191/66-LRII.]

S.O. 3349.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 2) Dhanbad, in the industrial dispute between the employers in relation to the Ena Colliery, Post Office Dhansar (Dhanbad) and their workmen, which was received by the Central Government on the 1st August, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD.

PRESENT:

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 258 OF 1967

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Ena Colliery, Post Office Dhansar (Dhanbad).

AND

Their workmen

APPEARANCES:

On behalf of the employers:—Shri S. S. Mukherjee Executive Committee Member, Indian Colliery Owners Association.

On behalf of the workmen:—Shri Prasanta Burman, Vice President, Mine Mazdoor Union.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, 28th July, 1969/6th Sravana, 1891 Saka

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Ena Colliery, Post Office Dhansar (Dhanbad) and their workmen, by its order No. 2/67/67-LR. II dated 4th September 1967 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

“Whether the management of Ena Colliery, Post office Dhansar, Dhanbad was justified in dismissing from service Shri Barkhas Mia, Miner, with effect from the 2nd September, 1966? If not, to what relief is the workman entitled?”

2. The employers as well as the workmen filed their statement of demands.

3. As pointed out by the Reference Shri Barkhas Mia (hereinafter referred to as the affected workman) was a miner in Ena Colliery. A charge sheet dated 27th December, 1965 was issued by the Manager of the colliery to the affected workman alleging that on 23rd December, 1965 at No. 4 Pit the affected workman had used abusive language in the name of the Manager, that he had also threatened to murder some of the company's officials and that he should show cause within 48 hours why disciplinary action should not be taken against him for the above misconduct. The affected workman submitted his explanation on 29th December, 1965 denying the allegation contained in the charge-sheet. The Welfare Officer of the colliery conducted a domestic enquiry on 30th May, 1966. The affected workman participated in the enquiry. The enquiry officer submitted his report dated 31st May, 1966, holding the affected workman guilty of the charge. The Manager agreed with the findings of the enquiry officer and recommended that

the affected workman should be dismissed from the company's service. The Director of the company approved the dismissal and directed the Manager to issue the necessary letter to the affected workman. Another charge-sheet dated 4th June, 1966 was issued to the affected workman under the signature of the Manager. The allegation was that he had remained absent without any leave from 26th March, 1966 till date, and that it was a misconduct on his part to remain so absent. The affected workman submitted his explanation to the charge-sheet, stating that the allegation was baseless, false and not maintainable. On 2nd September, 1966 a letter was issued under the signature of the Manager to the affected workman, stating that as a result of the 2 separate domestic enquiries the affected workman was found guilty of the charges brought against him in the charge-sheets dated 27th December, 1965 and 4th June, 1966 and that, therefore, he was dismissed from the company's service with immediate effect. These facts are not in dispute. The case of the workmen is that in respect of the charge-sheet dated 4th June, 1966 no enquiry at all was held and the affected workman was not allowed any opportunity to defend himself. As regards the charge-sheet dated 27th December, 1965 it was stated that the finding of the enquiry officer was perverse and was a result of premeditation. It is also stated that the action of the management was to victimise the affected workman for his trade union activities. The employers filed their statement stating that the dismissal of the affected workman was on account of his proved misconducts in terms of the Standing Orders, that both the domestic enquiries were proper and in accordance with the principles of natural justice, that the affected workman had participated also in the domestic enquiry conducted by the Welfare Officer in respect of the charge-sheet dated 4th June, 1966 and had also cross-examined the witnesses for the management, that there was no victimisation on their part for any trade union activities of the affected workman and that the dismissal was proper and justified. They also took a legal objection stating that the dispute involved in the reference was an individual dispute and as such outside the purview of the Industrial Disputes Act, 1947. The workmen were represented by Shri Prasanta Burman, Vice President, Mine Mazdoor Union and the employers by Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners Association. On admission by the employers Exts. W.1 to W.5 for the workmen and on admission by the workmen, Exts. M.1 to M.11 for the employers were marked. On behalf of the workmen the affected workman was examined as WW.1 and Ext. W.9 was marked. On behalf of the employers a witness was examined and Exts. M.12 to M.25 and Exts. W.6 to W.8 were marked.

4. Shri S. S. Mukherjee, the learned representative of the employers has not pressed the legal objection raised in the statement of the employers against sustainability of the reference. Moreover, this being a dispute in respect of dismissal from service of an individual workman it should be deemed as an industrial dispute in view of Section 2-A of the Industrial Dispute Act, 1947. The legal objection is overruled.

5. Admittedly, in respect of the charge-sheet, Ext. M.1 the Welfare Officer, MW.1 held the enquiry and the affected workman participated in it. Enquiry proceedings are Ext. M.12 and the enquiry report is Ext. M.13. 2 witnesses were examined for the management and the affected workman cross-examined them. The affected workman gave his own statement and examined 5 witnesses in his defence. The first witness for the management, Shri Barahalal Varma had deposed that the affected workman got furious and started abusing everybody i.e. Munshi, mining sirdar in-charge and Manager in filthy language in the names of mothers and sisters and also said that he would slaughter everybody by beating. The witness further deposed that he would kill some of the officials. The 2nd witness for the management, Shri Kallash Shantikary has in his evidence that the affected workman started in his presence abusing the Manager and others in a most filthy language inclusive of their sisters and mothers and that he stated that he would leave the colliery after killing some of the officials. The evidence of the affected workman and his defence witnesses narrated at length how the affected workman was being booked tubs previously and how it was stopped. Whatever that be, there could be no justification for the affected workman to use such filthy language against the Manager and threaten to kill some of the officials. I cannot go into appreciation of evidence by noting discrepancies and see if the conclusions arrived at by the enquiry officer was correct. Regarding the enquiry in respect of the charge-sheet, Ext. M.8 the case of the workmen was, that there was no enquiry at all. But the Welfare Officer, MW.1 has deposed that he held the enquiry on 30th August, 1966 in the presence of the affected workman, that

He examined 2 witnesses for the management, that the affected workman cross-examined the witnesses, that the affected workman also gave his statement but did not examine any defence witness and that the enquiry proceedings are Ext. M.15. It is an admitted fact that the affected workman did not attend to his duty from 26th March, 1966 without permission or leave. In the explanation, Ext. M.9 the affected workman had stated that on 26th March, 1966 he had received information that his mother had fallen ill, that he returned back within a week and that after his return he was not allowed to resume duty. But in this respect there is absolutely no evidence to support the affected workman. On this material it cannot be said that the findings of the enquiry officer in respect of both the enquiries were without any basis or that they were perverse. The enquiry officer, MW.1 has in his evidence that he had recorded the statements in both the enquiries in the presence of the affected workman, read them over and explained to him in Hindi. In the evidence of the affected workman, WW.1 there is not a word about any irregularity in respect of either of the 2 enquiries. His whole evidence related to the fact that from the beginning he was working as a miner's sirdar and the management used to cut the wages of one tub from the gang of miners and credit it to the account of the affected workman and on refusal to continue the practice a dispute arose between the affected workman and the munshi and the management. This is a fact not related to the subject matter of the reference. The reference is confined to the justification or otherwise of the dismissal of the affected workman and from the record it is established that he was dismissed for committing misconducts by abusing the Manager and threatening to kill one of the officials and by absenting without leave for more than 10 days. The workmen had pleaded that the affected workman was victimised for his trade union activities. In this regard also there is no evidence of probative value. The affected workman, WW.1 says that as the Assistant Secretary, Colliery Mazdoor Sangh he had espoused the causes of workmen and as such, the management had victimised him. Exts. W.3, W.5 and W.9, which are brought on record for the purpose do not show that the management had any grouse against the affected workman. Merely because the affected workman had represented to the management and others the grievances of the workmen it does not give rise to the necessary inference that the management was displeased or made up their mind to victimise the affected workman. Apart from the affected workman, no other witness is examined by the workmen.

6. As the result of my above discussion I find that the management of Ena Colliery, P.O. Dhansar, Dhanbad was justified in dismissing from service Shri Barkhas Mla, Miner with effect from the 2nd September, 1966, and consequently he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,
Presiding Officer.

Central Govt. Industrial Tribunal (No. 2) Dhanbad.

[No. 2/67//67-LR-II.]

S.O. 3350.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad in the industrial dispute between the employers in relation to the Khas Nirsha Colliery of Messrs Mohatta Bros., Post Office Nirsachatti, District Dhanbad and their workmen which was received by the Central Government on the 4th August, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 266 OF 1967

In the matter of an industrial dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947.

PARTIES:

Employers in relation to the Khas Nirsha Colliery of Messrs Mohatta Bros.,
Post Office Nirsachatti, District Dhanbad.

AND

Their workmen.

APPEARANCES:

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri S. S. Kapur, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 29th July, 1969/7th Sravana, 1891 Saka.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Khas Nirsha Colliery of Messrs Mohatta Bros., Post Office Nirsachatti, District Dhanbad and their workmen, by its order No. 2/77/67-LRII dated 13th September 1967 referred to this Tribunal under Section 10 (1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

SCHEDULE

"Whether the management of Khas Nirsha Colliery of Messrs Mohatta Bros., Post Office Nirsachatti, District Dhanbad were justified in terminating the services of Shri Nirod Baran Roy with effect from the 13th March, 1967? If not, to what relief is the workman entitled?"

2. Workmen as well as the employers filed their statement of demands.

3. The workmen were represented by Shri S. S. Kapur, Advocate and the employers by Shri B. Joshi, Advocate. On 15th July 1969 parties filed a compromise memo stating that the dispute involved in the reference was settled in terms of the compromise. The compromise memo was duly verified. The award is made in terms of the compromise and the compromise memo is made part of the award. The award is submitted under section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,

Presiding Officer,

Central Govt. Industrial Tribunal (No. 2),
Dhanbad.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No. 2 AT DHANBAD

REFERENCE No. 266/1967

Employers in relation to Khas Nirsha Colliery.

AND

Their Workmen.

Without prejudice to the respective contentions of the parties, the above Reference has been amicably settled on the following terms:—

1. That the services of Shri Nirod Baran Roy, the Workman concerned in the present reference will stand terminated with effect from 13th March 1967 as if retrenched. The workman will claim no reinstatement.

2. That the employers will pay a lump sum of Rs. 3000/- (Rupees three thousand) net after deduction of all advances if any in full and final settlement of all his claims and demands upto the date of this settlement.

3. That the above sum of Rs. 3,000/- (Rupees three thousand) will be paid to Shri Nirod Baran Roy within two weeks from the date of the present settlement and the workman concerned will give the vacant possession of his quarters allotted to him within a week's time after payment.

4. That the parties will bear their own respective costs of their proceedings.

5. That in view of the terms as stated above, there does not exist any dispute between the parties which needs further adjudication by the Honourable Tribunal.

It is, therefore, humbly prayed that this settlement may kindly be recorded and an Award passed in terms thereof.

For Workman.

S. S. KAPUR, Advocate.

NIROD BARAN RAI, Workman.

K. K. MUKHERJEE, General Secy.

For Employer.

B. JOSHI, Advocate.

B. K. P. SHARMA, Manager.

K. C. JAIN, Special Officer.

Dated, the 15th July 1969.

[No. 2/77/67-LR.II.]

S.O. 3351.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following interim award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the Lodna Colliery of New Standard Company (P) Limited, Post Office Jharia, District Dhanbad and their workmen, which was received by the Central Government on the 1st August, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE NO. 82 OF 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the Lodna Colliery,

Vs.

Their workmen.

APPEARANCES:

For Employers—Shri D. Narsingh, Advocate.

For Workmen—Shri P. Burman.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 21st of July, 1969

INTERIM AWARD

1. The reference before this tribunal is "whether the dismissal of Shri Satya Gopal Choudhury by the management of Lodna colliery (New Standard) of Messrs Madhavji K. Varma and Sons Private Limited with effect from the 16th July, 1964, was an act of victimisation? If so, to what relief is the workman entitled?"

2. The above dispute was raised by the Khan Mazdoor Congress (hereinafter referred to as the Union). In the order of reference the Manager, Lodna Colliery of New Standard Co. (P) Ltd. was impleaded as party. On 17th December 1968 the Union filed a petition to the effect that from the very notification of the reference it shall be obvious that in addition to New Standard Coal Co. (P) Ltd., which is owner of Lodna Colliery, M/s. Madhavji K. Varma & Sons (P) Ltd., who was the then management of the colliery and in that capacity dismissed the workman concerned, also stands in the position of the employer, in relation to the present dispute. It was further submitted that, besides New Standard Coal Co. (P) Ltd. M/s. Madhavji K. Varma & Sons (P) Ltd., and the Special Officer, Sri K. C. Mukherjee, also stand in the position of employers *vis-a-vis* Lodna Colliery in relation to the dispute under reference. On these grounds they submitted that for the purpose of full enquiry into the subject matter of dispute, and in order to give a full and comprehensive finding on the subject of reference, and also to give appropriate relief, it is necessary that Madhavji K. Varma & Sons (P) Ltd. and Special Officer, Shri K. C. Mukherjee, should be joined a necessary parties in the present dispute, on the side of the employers.

3. On 19th February 1969 Sri K. C. Mukherjee, Special Officer, New Standard Coal Co. (P) Ltd., appeared and filed written statement. On 25th February 1969 M/s. Madhavji K. Varma & Sons (P) Ltd., appeared and filed their written statement. On behalf of the Coal Company the written statement was filed on 31st

October 1968. In their written statement they alleged *inter alia* that the owner of the New Standard Lodna Colliery is not concerned in the present reference as the management of the colliery, at the relevant time, was vested in M/s. Madhavji K. Varma & Sons (P) Ltd., hereafter referred to as the Varma Company. Since the workman concerned had been dismissed by the Varma Company, which was then his employer they are not necessary parties to the dispute. There was never any dispute between the Coal Company and its workmen. The concerned workman was in fact dismissed by the Varma Company. The concerned workman was not dismissed by the Coal Company. The present reference therefore, in respect to the Coal Company is not valid in law. Therefore, according to them the Coal Company has been wrongly made a party to the present dispute. They raised preliminary objection at the beginning of the proceeding and prayed that this point may be decided before the tribunal proceeds to consider the reference on merit.

4. Shri K. C. Mukherjee, Special Officer, New Standard Coal Co. (P) Ltd. also alleged *inter alia* in their written statement that Satyagopal Choudhury was dismissed from service on 16th July 1964 when Madhavji K. Varma & Sons (P) Ltd. were in absolute contract and charge of the colliery and that he had nothing to do with the dismissal of the workman. The said workman was chargesheeted and dismissed by Madhavji K. Varma & Sons Private Limited.

5. The Varma Company in their written statement alleged *inter alia* that by virtue of an agreement for lease dated 11th February, 1964, the charge, possession and management of the said colliery was given to M/s. Madhavji K. Varma & Sons (P) Ltd. But the lease dated 11th of February, 1964 was declared illegal by the Calcutta High Court by order dated the 25th August, 1964. Therefore, during the period from 11th of February, 1964 till 25th August, 1964 the Varma Company was in illegal possession and management of the said colliery and that during this period also for all the practical and legal purposes the management would be considered to be that of Mr. K. C. Mukherjee, the Special Officer appointed by the High Court and any act committed by M/s. Madhavji K. Varma & Sons (P) Ltd., would be considered as an act of commission by the Special Officer.

6. The Varma Company had to work as joint Managers under the Special Officer in terms of the said order dated 25th August, 1964 but on 13th February 1968 by order of the Calcutta High Court, the management of Lodna Colliery was entrusted to Sri Pradip Basu one of the Directors of the New Standard Coal Co. (P) Ltd. Accordingly they prayed that they should not be directed to participate in the present proceeding because any award if given in favour of the workman for reinstatement, the Varma Company shall not be able to implement the same since they are completely out of the management, administration and control of the Lodna Colliery and therefore, they prayed that the Varma Company be expunged from the terms of this reference.

7. In this connection I may also refer to the stand taken by the Union before the conciliation officer. According to the Union M/s. Varma Company had no *locus standi* to take any disciplinary action inasmuch as they were not employers. But M/s. New Standard Coal Company (P) Ltd. was the employer and the disciplinary action, if any would have been taken only by Sri K. C. Mukherjee who was the Special Officer, appointed by the Hon'ble Calcutta High Court.

8. In view of the stand taken by the parties in their written statements I will first take up the preliminary point raised by the aforesaid parties regarding their being impleaded as parties to the proceeding.

9. Before entering into legal discussion it is better to state in brief the admitted facts regarding ownership, management and possession of the Lodna Colliery of New Standard Coal Company (P) Ltd.

10. M/s. New Standard Coal Co. (P) Ltd. is the owner of New Standard Lodna Colliery. Some of the share-holders of the aforesaid company filed application before the Hon'ble High Court at Calcutta under section 397, 398 and 402 of the Company's Act, 1956, complaining about the mismanagement and misappropriation of the Company's property and prayed to take suitable steps for safeguarding the same. In an order passed on 3rd of August 1963 the Calcutta High Court appointed Sri K. C. Mukherjee, Bar-at-law as the Special Officer to look into the affairs of the said company. Sri K. C. Mukherjee, Special Officer was permitted by the Calcutta High Court to accept the offer of the Varma Company and consequently by an order made on the 7th of February, 1964 leave was given to Sri K. C. Mukherjee, Special Officer, to enter into an agreement for lease of the Colliery to

Varma Company. On the 5th of May an application was made by a former director of the company for setting aside the order made on 7th February 1964. By an order dated 25th August 1964 the lease dated 11th of February 1964 was declared illegal because it had contravened certain provisions of the Mineral Concession Rules, according to which the legal transfer would be that when the transferor seeks proper permission from the appropriate State Government and gets approval from the Central Government under provisions of Rule 37 of the Mineral Concession Rules and then enters into an agreement with a transferee and hands over possession to them. By an order dated 25th August 1964, the Calcutta High Court directed M/s. Madhavji K. Varma & Sons (P) Ltd. to hand over possession to Sri K. C. Mukherjee, Special Officer and by the same order four Directors of Madhavji K. Varma & Sons (P) Ltd. were appointed managers to exploit the mines. Therefore, since 25th August 1964, the colliery was placed under the joint management of the Special Officer and Madhavji K. Varma. Since 25th August 1964 the Special Officer took over the possession of the colliery and entered into joint management with Madhavji K. Varma & Sons (P) Ltd.

11. By another order dated 13th February, 1968 Sri K. C. Mukherjee, the Special Officer was directed by the Calcutta High Court to hand over possession of the colliery to Sri Pradip Basu one of the agents for working the mines and in pursuance of that direction Sri K. C. Mukherjee Special Officer handed over the possession of the colliery to Sri B. Basu on 13th February 1968. Therefore, since 13th February 1968 the sole management of Lodna colliery was entrusted to Sri P. Basu one of the Directors of the New Standard Coal Co. and Madhavji K. Varma has been divested of all power and responsibility of management of the colliery.

12. In this connection it is to be noted that throughout these proceedings beginning from the year 1963 upto the present time, the New Standard Coal Company (P) Ltd. has all along remained sole owner of the Lodna Colliery.

13. The implied power of the tribunal to summon additional parties is confined only to cases where such addition appears to be necessary for making a reference complete and an award effective and enforceable.

14. Gajendragadkar, C.J. in *Hochtief Gammon's case* [1964 (II) L.L.J., page 460] said, "Reverting then to the question as to the effect of the power which is implied in section 18(3) (b), it is clear that this power cannot be exercised by the tribunal so as to enlarge materially the scope of the reference itself, because basically the jurisdiction of the tribunal to deal with an industrial dispute is derived solely from the order of reference passed by the appropriate Government under section 10(1). What the tribunal can consider in addition to the disputes specified in the order of reference, are only matters incidental to the said disputes; and that naturally suggests certain obvious limitations on the implied power of the tribunal to add parties to the reference before it purporting to exercise its implied power under section 18(3)(b). If it appears to the tribunal that a party to the industrial dispute named in the order of reference does not completely or adequately represent the interest either on the side of the employer, or on the side of the employee; it may direct that other persons should be joined who would be necessary to represent such interest. The test always must be, is the addition of the party necessary to make the adjudication itself effective and enforceable? In other words, the test may well be, would the non-joinder of the party make the adjudication proceedings ineffective and unenforceable? It is in the light of this test that the implied power of the tribunal to add parties must be held to be limited."

15. Therefore, the main question is whether the Union is justified in contending that not only the Coal Company as mentioned in the Schedule of reference as parties to the proceeding but also M/s. Madhavji K. Varma & Sons (P) Ltd. and Sri K. C. Mukherjee are necessary parties to the present proceeding before this tribunal and therefore, should be added as such.

16. The discussion referred above shows that M/s. New Standard Coal Company Ltd. were the owners of the New Standard Lodna Colliery. The Varma Company came in possession by virtue of the lease executed on 11th of February 1964. The Calcutta High Court by their order dated 25th of August 1964 declared the aforesaid lease dated 11th of February 1964 illegal. The concerned workman Sri Satyagopal Chaudhury was dismissed with effect from the 16th of July 1964 during the continuance of the lease dated 11th February 1964 which was subsequently declared illegal. The Varma Company had to work as joint manager under the Special Officer according to the terms of the order of the Calcutta

High Court dated 25th of August 1964 and they remained in possession as Joint Managers till 13th February 1968. By an another order of the Calcutta High Court, the management of Lodna Colliery was entrusted to Sri Pradip Basu, Director of the New Standard Coal Company Ltd. Applying the aforesaid principles of law to the facts of the instant case I find that the addition of Varma Company and the Special Officer Sri K. C. Mukherjee is necessary to make the award effective and enforceable.

17. In this view of the case I hold that in addition to New Standard Coal Co. (P) Ltd. M/s. Madhavji K. Varma & Sons (P) Ltd. and the Special Officer Sri K. C. Mukherjee should also be joined as necessary parties in the present reference on the side of the employers and they may file additional written statement, if they so desire.

18. This is my interim award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947

(Sd.) SACHIDANAND SINHA,
Presiding Officer.
[No. 2/117/66-LR.II.]

S.O. 3352.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Pootkee Colliery (Post Office Kusunda, District Dhanbad) of Messrs Bhowra Kankanee Collieries Limited, Thapar House, 25, Brabourne Road, Calcutta-1 and their workmen, which was received by the Central Government on the 1st August, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD.

REFERENCE No. 92 OF 1968.

PRESENT :

Sri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES.

Employers in relation to the Pootkee Colliery.

Vs.

Their workmen.

APPEARANCES:

For employers—Shri K. C. Nandkeolyar, Dy. C.P.O.

For union—Shri P. Burman, Vice President, Mine Mazdoor Union

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 23rd of July, 1969.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Pootkee Colliery, Post Office-Kusunda, District Dhanbad of Messrs Bhowra Kankanee Collieries Limited, Thapar House, 25, Brabourne Road, Calcutta-1 and their workmen, by its order No. 2/28/67-LR.II dated the 4th of March, 1967 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted blow:—

SCHEDULE

- “1. Whether the management of Pootkee colliery (Post Office Kusunda, District Dhanbad) of Messrs Bhowra Kankanee Collieries Limited, Thapar House, 25, Brabourne Road, Calcutta-1 was justified in dismissing from service Shri Deo Singh, Miner, with effect from the 1st September, 1966? If not, to what relief is the workman, entitled?
2. Whether the management of Pootkee colliery (Post Office Kusunda, District Dhanbad) of Messrs Bhowra Kankanee collieries Limited, Thapar House 25, Brabourne Road, Calcutta-1, was justified in

terminating the services of Shri Surjoo Kumhar, Timber Mistry with effect from the 8th June, 1966? If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 25 of 1967 on its file. While it was pending there, the Central Government by its order No. 8/25/67-LRII dated the 8th of May, 1967 transferred the dispute to the Central Government Industrial Tribunal, No. 2, Dhanbad where it was registered as reference No. 222 of 1967. The Central Government, by its subsequent order No. 8/71/68-LRII dated the 13th of August, 1968 referred the dispute to this Tribunal and here it was registered as reference No. 92 of 1968.

3. The Mine Mazdoor Union, Sijua filed written statement on 20th May, 1967. In respect to the concerned workman Sri Deo Singh, Miner mentioned in item No. 1 of the schedule of reference, their case is that on the relevant day, i.e. on 24th August 1966 the concerned workman Sri Deo Singh, while proceeding to work found that the cap-lamp issued to him was not in proper order and therefore, he tried to adjust the contact of the bulb in the attendance room. The attendance clerk wrongly accused him of trying to steal the bulb and took him to the office of the colliery Labour Officer and there he was forced to give thumb impression on a blank piece of paper which he did out of fear and subsequently he was given a chargesheet, alleging tampering with lamp, which he denied and satisfactorily explained the circumstances alleged against him. But the management dismissed him without holding any enquiry in clear infringement of the principles of natural justice. It was further contended by him that even if it be assumed, without admitting, that the workman was guilty of the act alleged, the punishment of dismissal was excessive in the given circumstances of the case, and in contravention of the provision of the Standing Orders in this regard. According to the Union the concerned workman was one of the old and permanent employee of the colliery and that the management had been following a policy of replacing old workers by new casual/temporary workers at lower wages, on all sorts of pretexts and the concerned workman Sri Deo Singh was wrongly dismissed in pursuance of that policy. According to the Union the action of the management was illegal, *mala fide* and unjustified.

4. In respect to the concerned workman Surjoo Kumhar, Timber Mistry mentioned in item No. 2 of the schedule of reference their case is that the concerned workman Sri Surjoo Kumhar went home on authorised leave, where he fell ill and was thus unable to return in time to resume duty. After recovery he reported to the colliery for resumption of work along with a medical certificate. But he was given a charge sheet alleging long unauthorised absence to which he gave a reasonable and satisfactory explanation. But the management dismissed him without holding any proper enquiry and without any justification. According to the Union the act of dismissal was in violation of the principles of natural justice, and the provisions of the Standing Orders. According to the Union the concerned workman Sri Surjoo Kumhar was also a very old employee of the colliery and that the management following a policy of replacing old workers by new casual workers at lower wages on all sorts of pretexts, and Surjoo Kumhar was dismissed in pursuance of that policy. The case of the union is that the action of the management was illegal, *mala fide* and unjustified. The Union therefore, prayed for the reinstatement of both the concerned workmen Sri Deo Singh, Miner and Sri Surjoo Kumhar, Timber Mistry with full back wages.

5. The employers filed their written statement on 16th June, 1969. Their case is that Sri Deo Singh, miner was issued a charge-sheet on 24th August, 1966 for the misconduct stated therein and was suspended pending enquiry. But the concerned workman in his explanation to the charge-sheet denied the charge but on the same date, when his statement was recorded, he categorically admitted the charge. The charge, therefore, stood established on his own admission and he was therefore, dismissed from service by the Agent and he was issued letter of dismissal dated 1st September, 1966 by the manager.

6. Their case in regard to Sri Surjoo Kumhar Timber Mistry is that he had gone on leave with pay from 21st March, 1966 to 6th April, 1966. He overstayed his leave and absented for more than 25 days without permission. He was therefore, issued charge-sheet on 6th May, 1966. The workman in his reply while admitting the charge, stated that he had sent a person to inform the management about his sickness as he had fallen sick. On arrival he gave a medical admitting the charge, stated that he had sent person to inform the management enquiry was held and during the enquiry the workman concerned, while stating that he was sick under treatment of a doctor, further stated that he admitted

his guilt and beg to be excused. The enquiring officer in his report held the charge of absence for more than 25 days as established against him. Therefore, he was dismissed by the Agent for the proved misconduct. The letter terminating his services with effect from 8th June, 1966 was issued to him. According to the management he was dismissed for proved misconduct and in accordance with the provisions of the Standing Orders. According to the management their action in dismissing both the concerned workmen was bonafide and the concerned two workmen were dismissed for proved misconduct.

7. I shall first take up the case of the concerned workman Sri Deo Singh, Miner mentioned in item No. 1 of the schedule of the reference. On 24th August, 1966 a charge-sheet was issued to the concerned workman Sri Deo Singh on the allegation that on 24th August, 1966 (second shift) he had taken bulb from another lamp and was putting the same in his own lamp and therefore, was charged with tampering with the lamp which was a violation of the Mining Regulation (Ext. M-1). On 25th August, 1966 the concerned workman Sri Deo Singh in his reply to the charge-sheet denied the allegation mentioned in the charge-sheet dated 24th August, 1966 and claimed that he was innocent and may be permitted to join his duty. The enquiry was conducted by Sri H. R. Singh Sodhi, MW-1, the Administrative Officer of the colliery. The enquiry itself was held on 25th August, 1966. MW-1 Sri H. R. Singh Sodhi has stated in his evidence before me that he received the charge-sheet (Ext. M-1) from the manager on 25th August, 1966 and on that very date i.e. on 25th August, 1966 Sri Sant Singh, Peon was sent to call the concerned workman, Sri Deo Singh, miner to participate in the enquiry. According to WW-1 Sri Deo Singh the concerned workman appeared before him and gave his statement (vide Ext. M-2). In his statement he stated that on 24th August, 1966 in the second shift he had taken out the bulb from the lamp No. 1032 and fixed the same in his lamp No. 957 and that he fixed the bulb of lamp No. 957 in the lamp of 1032. The management had not any witness during the enquiry to prove the charge. The Enquiring Officer in his report dated 26th August, 1966 held that the concerned workman admitted his guilt of taking out the bulb from another lamp No. 1032 and had put the same in his lamp No. 957. Therefore, the charge of tampering with the lamp was proved beyond any doubt (vide Ext. M-3). The manager by his letter dated 1st September, 1966 intimated the concerned workman Sri Deo Singh that the charge of misconduct under the Standing Order had been established in the enquiry and therefore, he was dismissed from service of the colliery with immediate effect i.e. from 1st September, 1966.

8. The principle that should govern the procedure to be followed by employer while taking disciplinary action against the workmen have been laid down by the Courts in several decisions.

9. A worker who has committed an act of misconduct and against whom his employer wants to take a disciplinary action, must be served with the charge-sheet, setting forth clearly and precisely the particulars of the act of misconduct committed by him. The charge-sheet must also allow a reasonable period of time to the worker to submit his explanation. The worker must be given a proper opportunity to explain the circumstances alleged against him and to call for his own evidence if any in defence. The employer, in awarding punishment to the worker, must take into consideration the gravity of the misconduct committed by him, his past record of service and other extenuating or aggravating circumstances, if any.

10. Gajendragadkar J. in Associated Cement Companies case [1963(2)L.L.J., page 396], said "It is necessary to emphasise that in domestic enquiries, the employer should take steps first to lead evidence against the workman charged, give an opportunity to the workman to cross-examine the said evidence and then should the workman be asked whether he wants to give any explanation about the evidence led against him. It seems to us that it is not fair in domestic enquiries against industrial employees that at the very commencement of the enquiry, the employee should be closely cross-examined even before any other evidence is led against him. In dealing with domestic enquiries held in such industrial matters, we cannot overlook the fact that in a large majority of cases, employees are likely to be ignorant and so, it is necessary not to expose them to the risk of cross-examination in the manner adopted in the enquiry proceedings in the instant case".

11. "It may be that failure to intimate to the workman concerned about the date of the enquiry may, by itself, not constitute an infirmity in the enquiry, but, on the other hand it is necessary to bear in mind that it would be fair if the workman is told as to when the enquiry is going to be held so that he has an opportunity to prepare himself to make his defence at the said enquiry and to collect such evidence as he may wish to lead in support of his defence. On the whole, it would not be right that the workman should be called on any day without previous intimation and the enquiry should begin straightaway. Such a course should ordinarily be avoided in holding domestic enquiries in industrial matters."

12. In the instant case we find that the charge-sheet was served on the concerned workman on 24th August, 1966. The concerned workman gave his reply to the charge-sheet on 25th August, 1966. The Management did not inform the concerned workman about the date of the enquiry. According to the management the concerned workman was called on 25th August, 1966 without previous intimation and started the enquiry straightaway on 25th August, 1966. In this particular case the management did not examine any of their witnesses. At the very commencement of the enquiry the statement of the concerned workman was recorded. Ext. M.2 is said to be the statement of the concerned workman. The concerned workman Sri Deo Singh is illiterate. The perusal of the statement in Ext. M.2 will show that the statement is not in his language. There is no certificate given at the foot of the statement that the contents were read over and explained to the concerned workman. Even the enquiring officer MW-1 does not say on oath that the statement was recorded in his own pen. This admission of the concerned workman Sri Deo Singh suffers from various infirmities and it would not be safe to act upon the same.

13. The charge was for replacing bulb from cap lamp No. 1032 to cap lamp No. 957 which was a contravention of Regulation 156(6) of the Coal Mines Regulations 1956 which runs as follows:—

"No person shall wilfully damage or improperly use, or unlock or open or attempt to unlock or open any safety lamp."

For contravention of this technical violation of rule 156(6) the concerned workman has been awarded with punishment of dismissal. In this connection the Supreme Court in Hind Construction and Engineering Co's case [1965(1) L.L.J., page 462] observed as follows:

"In respect of punishment, it has been held in various cases, that the award of punishment for misconduct under the standing orders, if any, is a matter for the management to decide and if there is any justification for the punishment imposed, the Tribunal should not interfere. The Tribunal is not required to consider the propriety of adequacy of the punishment; whether it is excessive or too severe. But where the punishment is shockingly disproportionate regard being had to the particular conduct and the past record or is such, as no reasonable employer would ever impose in like circumstances, the Tribunal may treat the imposition of such punishment as showing victimisation or unfair Labour practice."

14. In the instant case, it can plainly be said that the punishment imposed was one which no reasonable employer would have imposed in like circumstances unless it served some other purpose.

15. In this view of the case I hold that the report made by the enquiring officer against the concerned workman Sri Deo Singh, Miner can not be accepted as report made after holding a proper enquiry in accordance with the principles of natural justice.

16. In this view of the case I hold that the dismissal of the concerned workman Sri Deo Singh, Miner with effect from the 1st of September, 1966 was not justified. He is therefore, entitled to be reinstated with full back wages from the date of dismissal i.e. from the 1st September, 1966 unto the date of his reinstatement with continuity of service.

17. I will now take up the case of Surjoo Kumhar. Timber Mistry, workman mentioned in item No. 2 of the Schedule of reference. The point for determination is whether the management was justified in terminating the services of Sri Surjoo Kumhar with effect from 8th of June, 1966.

18. A charge-sheet dated 6th June, 1966 was issued to the concerned workman Sri Sarjoo Kumhar on the allegation that he went on leave with pay from 21st March, 1966 to 6th April, 1966 and he ought to have resumed his duty on expiry of his leave i.e. on 7th April, 1966 but he overstayed more than 25 days without giving any intimation whatsoever to the management and that his absence from duty without permission amounted to misconduct under the Standing Order which makes him liable for disciplinary action (vide Ext. M-5). Ext. M-6 is the reply to the charge-sheet in which the concerned workman Surjoo Kumhar stated that he went on leave after taking permission of the management. But in his village home he fell ill and sent a man to the management with this information but the aforesaid man did not give the requisite information to the management. He further stated that on account of his illness he was unable to send any information to the management.

19. The reply to the charge-sheet was not considered satisfactory and therefore, the management served a notice on the concerned workman intimating that an inquiry shall be held in connection with the charge-sheet in the office of the Enquiring Officer on 11th May, 1966 at 4-30 P.M. (Vide Ext. M-7).

20. MW-1 Sri H. R. Singh Sodhi who conducted the domestic enquiry stated before me that the concerned workman Sri Surjoo Kumhar gave his statement on 10th May, 1966 and that he was also examined by him on 11th May, 1966. Ext. M-8 contains the statement of Sri Sarjoo Kumhar, the concerned workman as well as his cross-examination by the Enquiring officer on 10th May, 1966. In the enquiry report Ext. M-9 the Enquiring Officer has stated that on going through the statement and the answers to the questions it was proved beyond any doubt that the concerned workman Sri Sarjoo Kumhar absented himself from duty without permission from the management and therefore, the management was at liberty to take any action that it may deem fit. In the evidence before me he stated that he conducted the enquiry on 11th May, 1966. But there is no paper showing that as a matter of fact he conducted the enquiry on 11th May, 1966. In the enquiry report he does not refer to any other evidence except the statement of the concerned workman Sri Sarjoo Kumhar taken on 10th May, 1966. Therefore, from the evidence it is quite clear that as a matter of fact no enquiry was held on 11th May, 1966.

21. It appears that the management relied on the statement of Sri Sarjoo Kumhar received on 10th May, 1966. The Management considered the statement of the concerned workman Sarjoo Kumar given on 10th May, 1966 as admission of guilt. The Enquiring Officer based his finding on the aforesaid statement of the concerned workman and held no enquiry on 11th May, 1966 as mentioned in the notice of enquiry Ext. M-7.

22. Ext. M-8 is said to be the statement of the concerned workman Sri Sarjoo Kumhar. The sentence "I admit my fault and beg to be excused. I had reported for duty on 3rd May, 1966", appears to be written subsequently in different ink and pen. It appears to be an interpolation. The enquiry report (Ext. M-9) is silent about this categorical admission of the concerned workman Sri Sarjoo Kumhar. It appears that the concerned workman was even cross-examined by the Enquiring Officer. There was no occasion to cross-examine the concerned workman if he had admitted the guilt. It is therefore, not safe to rely on the statement given in Ext. M-8.

23. Therefore, I find that in this case no enquiry was held by the management on 11th May, 1966 as given in the notice Ext. M-7. The management without holding any proper enquiry terminated the services of the concerned workman with effect from 8th June, 1966. The Enquiry therefore violated the principles of natural justice and therefore, the enquiry report and the order terminating his services cannot be upheld. The concerned workman Sri Sarjoo Kumhar is therefore, entitled to be reinstated with full back wages from the date of dismissal i.e. from the 8th of June, 1966 upto the date of his reinstatement with continuity of service.

This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA, Presiding Officer.

[No. 2/28/67/LRII.]

ORDERS

New Delhi, the 11th August 1969

S.O. 3353.—Whereas the employers in relation to the management of Messrs Ghusick and Muslia Collieries Limited, Post Office Kalipahari, District Burdwan and their workmen represented by Colliery Mazdoor Sabha (AITUC), have jointly applied to the Central Government under sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), for reference of an industrial dispute that exists between them to an Industrial Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the persons applying represent the majority of each party;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether Shri Krishna Kinkar Mukherjee, confidential Clerk employed at the Central Office, Owned by Messrs Ghusick and Muslia Collieries, Limited, is entitled to the full salary according to his category with effect from the 14th July, 1965? If not, what should be the appropriate rate of pay/scale of pay for him and from what date?

[No. 6/74/68-LRII.]

S.O. 3354.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudium Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

“Having in view of the definitions of ‘Basic Wages’ as per paragraphs 2(a) and 6 of Andhra Pradesh Coal Mines Bonus Scheme, 1952 and having in view of the recommendations of the Central Wage Board for Coal Mining Industry at Chapter—XIII, whether the management of Singareni Collieries Company Limited, Kothagudium are justified in excluding wages for the sick leave of the employees for purpose of calculating quarterly bonus? If not, to what relief are the workmen entitled?”

[No. 7/29/68-LRII.]

S.O. 3355.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Bahihari Colliery of Messrs Bahihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed,

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal. (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Ballhari Colliery of Messrs Ballihari Colliery Company (Private) Limited, Post Office Kusunda, District Dhanbad in refusing employment to the following 17 tram-mers from the dates shown against their names is justified? If not to what relief are the workman concerned entitled?"

Sl. No.	Name	Date of stoppage of work
1. Shri	Karu Bhuiya	15-6-1968
2. "	Darogi Bhuiya	Do.
3. "	Foudi Bhuiya	Do.
4. "	Hutlal Mahato	Do.
5. "	Mahabir Bhuiya	1-6-1968
6. "	Bengah Bhuiya	Do.
7. "	Ramrup Bhuiya	Do.
8. "	Bhola Bhuiya	8-6-1968
9. "	Rameswar Bhuiya	22-6-1968
10. "	Mani Bhuiya	29-6-1968
11. "	Bideshi Bhuiya	Do.
12. "	Ruplal Bhuiya	27-4-1968
13. "	Kishun Bhuiya	18-5-1968
14. "	Chandu Rajwar	Do.
15. "	Ramsarup Paswan	25-5-1969
16. "	Mungeswar Ram	20-7-1968
17. "	Baldeo Bhuiya	13-7-1968

[No. 2/118/69-LRII.]

S.O. 3356.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Khas Bhurangiya Colliery, Post Office Mahuda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Khas Bhurangiya Colliery, Post Office Mahuda, District Dhanbad was justified in refusing employment to the following 26 workmen with effect from the 18th July, 1968? If not, to what relief are the workmen entitled?"

Sl. No.	Name of workmen	Designation
1. Jagdish Singh		Trolleyman
2. Gope Singh		"
3. Inder Singh		"
4. Chhotu Singh		"
5. Shyamsunder Singh		"
6. Kali Singh		"
7. Saraiya Gope		"
8. Prayag Mahato		"
9. Sukar Roy		"
10. Jhingan Bowri		"
11. Mohar Bowri		"
12. Pawan Bowri		"
13. Bhaduri Mahato		"
14. Chhotulal Singh		Engine Khalasi
15. Babumuni Singh		"

Sl. No.	Name	Designation
16.	Ajodhya Lala	Pump Khalasi
17.	Kisto Bowri	"
18.	Jagdish Mahato	"
19.	Barhan Turi	"
20.	Jethu Mahato	"
21.	Shibal Mahato	Fireman
22.	Habib Mia	"
23.	Bhagurath Singh	Boiling Mazdoor
24.	Lakhan Ray	"
25.	Alijan Mia	Line Mistry
26.	Shamsuddin Mia	Line Mazdoor.

[No. 2/89/69-LRII.]

S.O. 3357.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ghugus Colliery, Post Office Manikpur, District Chandrapur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A of the clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri G. V. Dev, as Presiding Officer with headquarters at Nagpur and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the action of the management of Ghugus Colliery, Post Office Manikpur, District Chandrapur in dismissing Shri Pandhurang Sitaram. Underground Trammer with effect from the 24th April, 1969, is justified? If not, to what relief is the workman entitled?

[No. 3/5/69-LRII.]

S.O. 3358.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Ena Colliery of Messrs North West Coal Company Limited, Post Office, Dhansar, Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of Ena Colliery of Messrs North West Coal Company Limited, Post Office Dhansar, Dhanbad, in suspending the workman Shri Ramnath Gope, Surface Tramner, with effect from the 7th September, 1968 to 18th September, 1968, is justified? If not, to what relief the workman is entitled to?"

[No. 2/249/68-LRII.]

S.O. 3359.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad in rendering Shri Ramjan Mian, Prop. Mistry idle with effect from the 8th November, 1968 is justified? If not, to what relief is the workman concerned entitled?

[No. 2/106/89-LRIL.]

S.O. 3360.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited Post Office Kharharee, District Dhanbad in refusing employment to the following workmen with effect from the 27th June, 1968 is justified? If not, to what relief these workmen are entitled?

Serial No.	Name of the workmen	Designation
1.	Shri Kuldip Dusat	Pickminer
2.	Shri Waris Mian	Do.
3.	Shri Ramdeo Dusat	Do.

[No. 2/114/69 LRIL.]

S.O. 3361.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Religara Colliery, Post Office Religara, District Hazaribagh and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

"1. To what relief, if any, 64 workmen (in different categories) who were appointed at Religara Colliery, Post Office Religara during the period of Managing Contractorship of Messrs East Religara Coal Company (Private) Limited and not removed before 1st July, 1968 on determination of Managing Contractorship and retained/working with Messrs

Bird and Company (Private) Limited, Karanpura Mining Syndicate, Post Office Sirka, with effect from 1st July, 1968 are entitled to?

2. In particular, and without prejudice to the above, are they entitled to continuity of service from Messrs Karanpura Mining Syndicate or to terminal benefits/retrenchment compensation and notice pay from Messrs East Religara Coal Company (Private) Limited?"

[No. 2/122/69-LRII.]

S.O. 3362.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kapasara Colliery of Messrs Kapasara Coal Company, Post Office Mugma, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Kapasara Colliery of Messrs Kapasara Coal Company, Post Office Mugma, District Dhanbad, was justified in transferring Shri Pasupati Tewari, Chaprasi, to the Head Office at Jharia *vide* Manager's letter dated the 24th April, 1967? If not, to what relief is the workman entitled?

[No. 2/256/68-LRII.]

New Delhi, the 14th August 1969

S.O. 3363.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Goenka Kajora Colliery, Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

"Whether the management of Goenka Kajora Colliery, Post Office Ukhra, District Burdwan, was justified in stopping Shri Durga Singh, Chaprasi from work, with effect from 9th August, 1968, and if not, to what relief the workman is entitled?"

[No. 6/40/69-LRII.]

S.O. 3364.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of 1/12 and 2/12 inclines of Kendwadih Colliery of Messrs G. S. Atwal and Company (Asansol), Raising and Selling Agents at Kendwadih Colliery of Messrs East Indian Coal Company Limited, Post Office Kusunda, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, (No. 3) Dhanbad constituted under section 7A of the said Act.

SCHEDULE

"Whether the action of the management of 1/12 and 2/12 inclines of Kendwadih Colliery, Post Office Kusunda, District Dhanbad of Messrs G. S. Atwall and Company (Asansol), Raising and Selling Agents at Kendwadih Colliery of Messrs East Indian Coal Company Limited in dismissing from services the following workmen *vide* management's letter dated the 31st January, 1966 was justified? If not, to what relief are the workmen entitled?

S. No.	Name	Designation
1.	Sri Lallu Lodh	M. C. Loader
2.	Sri Kishun Passi	P. Miner
3.	Sri Hanuman Passi	Trammer
4.	Sri Prahalad Passi	Drillman
5.	Sri Parmeshwar Yadava	P. Miner
6.	Sri Seoprasad Lodh	M. C. Loader
7.	Sri Janeshar Mahato	Trammer
8.	Sri Maharanidin Lodh	R. Dresser.

[No. 2/140/68-LRII.]

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 12th August 1969

S.O. 3365.—In exercise of the powers conferred by Sections 7 and 9 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment) No. S.O. 3580, dated the 26th September, 1968, namely:—

In the said notification, under the heading "II. Representatives of Employers", for entry (4), the following entry shall be substituted, namely:—

"(4) Shri C. R. Govindarajan, Deputy Secretary, Ministry of Shipping and Transport (Transport Wing), New Delhi".

[No. 6(15)/68-LWLI/WE.]

HANS RAJ CHHABRA, Under Secy.

MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Petroleum)

New Delhi, the 2nd August 1969

S.O. 3366.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. 16 to GGS-1 Kosamba in the Ankleshwar Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land), Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the said land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda 4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Gujarat Dist. Surat Tal. Mangrol

For laying the pipeline from drill site No. 16 Kosamba to G.G.S.I

State

Village	S. No.	Hectare	Are.	P.Arc.
KUVARDA	822	0	14	23
	821	0	7	51
	820	0	7	51
	806	0	5	78

[No. 20(3)/67-IOC/Lab. & Legis.]

S.O. 3367.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. Ahmedabad-2 to Well Head Installation in the Kalol Oil Field, in Gujarat State, Pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the Schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land), Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right if user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda 4, in the Office of the Gujarat Pipelines (Oil and Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying the pipeline from well No Ahmedabad II to well head Installation

State : Gujarat		Dist. Ahmedabad		Tal. City.
Village	S. No	Hectare	Are	P. Are.
ODHAV	552/I, 2 and 3	0	2	40

[No. 29(5)/68-IOC/Lab. and Legis.]

New Delhi, the 5th August 1969

S.O. 3368.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the GGS No. I to CTF in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, near Central Workshop, Baroda. 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying Collector pipeline from G. I to J.T.F.

State : Gujarat		Dist. Kaira		Taluka : Matar.
Village	Survey No.	Hectare	Are.	P. Are.
NAWAGAM	162/A/4	0	0	61
	154	0	5	57
	970/2	0	11	17
	987/I	0	1	15

[No. 29/7/68-IOC/Lab.&Legis(a).]

S.O. 3369.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. BC 15 to GGS II in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road; Near Central Workshop, Baroda 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying pipeline from BG-15 to G.G.S. II

State : Gujarat

Dist. Kaira

Taluka: Matar.

Village	Survey No.	Hectare	Acre.	P.Acre.
KATHAWADA	154/I/p	0	8	46
	154/2	0	0	40
	150	0	1	80

[No. 29/7/68-IOC/Lab.&Legis(b).]

S.O. 3370.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the drill sites well No. 19, 20, 21 to GGS II in the (Kalol) Oil Field, in Gujarat State; Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority at Western Region, Shed No. 27, Makarpura Road; Near Central Workshop, Baroda 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying pipeline from 19, 20 & 21 to GGS II

State : Gujarat

Dist. Kaira.

Taluka : Matar.

Village	Survey No.	Hectare	Acre.	P.Acre.
KATHAWADA	173/3	•	7	92

[No. 29/7/68-IOC/Lab.&Legis(c).]

S.O. 3371.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the GGS VII to Well No. I in the (Kalol) Oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (1) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, Near Central Workshop, Baroda. 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

For laying pipeline from G.G.S. VII to well No 1

State : Gujarat	Dist. : Gandhinagar	Tal. : Gandhinagar		
Village	S. No.	Hectare	Are.	P. Are.
SERTHA	346/2	0	9	00
	353/1	0	1	00
	354	0	0	35
	352/1 B	0	0	50

[No. 29/5/68-IOC/Lab. Legis.]

S.O. 3372.—Whereas by a notification of the Government of India in the Ministry of Petroleum & Chemicals S.O. No. 2378 dated 7th June 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines,

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification.

Now, whereas, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from all encumbrances.

SCHEDULE

For laying pipeline from K 62 to GGSV

State : Gujarat	Dist. Mehsana	Taluka. Kalol.		
Village	S.No.	Hectare	Are	P.Are.
CHHATRAL	356	0	11	36
	355	0	5	40
	354	0	18	72
	353	0	22	96
	V.P. Cart track	0	1	36

Village	S. No.	Hectare	Are	P. Are
	322	0	37	80
	323	0	2	60
	324	0	0	70
	325	0	1	00
	314	0	14	60
	313	0	26	60
	312	0	6	92
	310	0	7	99
	309	0	3	00
	308	0	3	48
ISAND	674/2	0	0	75
	682	0	1	20
	683	0	1	00
VAJDAVSWAMI	146	0	24	00
	147	0	15	70
	151	0	16	00
	150	0	12	20
	V.P. Cart track	0	1	50
	158	0	28	50
	159/2	0	9	80
	214	0	23	40
	213	0	6	94
	222	0	6	14
	210	0	4	85
	223	0	4	85
	224	0	21	10
	V.P. Cart Track	0	0	68
	225	0	24	84
	Ccrt track of			
	S.No. 327 P.K.	0	0	60
	327	0	12	60
	288	0	0	20
	289	0	5	98
	290	0	9	60
	298	0	13	60

[No. 29(5)/68-IOC/Lab. & Legis.]

S.O. 3373.—Whereas it appears to the Central Government that it is necessary in the public interest that the transport of Petroleum from the G.G.S. No. 2 to Junction Point Near Turning Point K. 2 in the (Kalol) Oil Field, in Gujarat State. Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, near Central Workshop, Baroda. 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying Pipeline from G.G.S. to II to Junction point near turning

POINT K-2.

State : Gujarat		Dist. Kaira		Taluka.	
Village	Survey	No.	Hettare	Are.	P.Are.
KATHAWADA	307/I		0	3	50
	261		0	0	72

[No. 29/7/69-IOC/Lab.&Legis.]

S.O. 3374.—Whereas it appears to the Central Government that it is necessary the public interest that for the transport of Petroleum from the G.G.S. III to Gas Flare Point in the Kalol Oil Field, in Gujarat State, Pipelines should be laid by the Oil & Natural Gas Commission and that for the purpose of laying such Pipelines, it is necessary to acquire the Right of User in the land described in the schedule annexed thereto.

2. Now, therefore, in exercise of the powers conferred by Sub-Section (i) of the Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipelines under the land to the Competent Authority, at Western Region, Shed No. 27, Makarpura Road, near Central Workshop, Baroda. 4, in the Office of the Gujarat Pipelines (Oil & Natural Gas Commission), Baroda. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Laying Pipeline from G.G.S. III to Flare point.

State :	Gujarat	Dist.	Mehsana	Tal.	Kadi
Village	S.No.	HECTARE	Ac.	P.Ac.	
AMBAVPURA	119	0	3	64	
	119	0	6	48	

[No. 20/3/67-IOC/Lab.&Legis.(a).]

ERRATA

New Delhi, the 5th August 1969

S.O. 3375.—In the notification of Government of India in the Ministry of Petroleum & Chemicals and Mines and Metals No. 20/3/67-IOC/LAB dated 5th June 1969 published under S.O. No. 2370 in the Gazette of India Part II, Section 3, Sub-section (ii) dated 21st June 1969.

1. At page No. 2481 and at village Sertha.

"Read"				"For"			
	Hectare	Ac.	P. Ac.		Hectare	Ac.	P. Ac.
S. No. 421/1	0	6	29	S. No. 421/1	0	16	20
418/1	0	10	00	418/1			

[No. 20/3/67-IOC/Lab.&Legis.]

S.O. 3376.—In the notification of Government of India in the Ministry of Petroleum & Chemicals & Mines & Metals No. 20/3/67-IOC/LAB dated 6th June 1969 published under S.O. No. 2371 in the Gazette Part II Section 3 Sub-section (ii) dated 21st June 1969.

1. At page No. 2483 & of village Gota.

"Read"	"For"
S. No. 400	S. No. 420

[No. 20/3/67-IOC/Lab.&Legis.]

¹S.O. 3377—In the notification of the Government of India in the Ministry of Petroleum & Chemicals & Mines & Metals No. 28/2/68-1cC/LAB dated 6-6-1969 published under S.C. No. 2374 in the Gazette Part II Section 3 Sub-Section (ii) dated 21-6-1969.

1. At page No. 2487 & at village Pansar for area of S. N. 1626/2.

"Read"

H.	Are.	P. Are.
0	09	27

"For"

H.	Are.	P. Are.
0	92	27

[No. 28/2/68-Lab. & Legis].

M. V. S. PRASADA RAU, Under Secy.

(Department of Mines and Metals)

New Delhi, the 13th August 1969

S.O.3378—Whereas by the notification of the Government of India in the late Ministry of Steel, Mines and Metals (Department of Mines and Metals) S.O. No. 3115 dated the 25th August 1967 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in the localities specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said land no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 25th August, 1969 as the period within which the Central Government may give notice of its intention to acquire the whole or any part of the said lands or of any rights in or over such lands.

SCHEDULE

Taping Block (West Bokaro Coal Field)

Drg. No. Rev./114/63 dated the 28th September, 1963 (Showing the area notified for prospecting)

Sl. No.	Village	Thana	Thana No.	District	Area Remarks
1	Gobindpur	Mandu	57	Hazaribagh	Part
2	Indra	"	61	Do.	"
3	Phusri	"	62	Do.	"
4	Bahera	"	63	Do.	"
5	Pindra	"	112	Do.	"
6	Taping	"	113	Do.	"
7	Mandu	"	114	Do.	"
8	Keke Basaudi	"	115	Do.	"
9	Pundi	"	116	Do.	"
Total area: 3354.00 acres (approximately)					
OR 1358.37 hectares					Do.

Boundary Description:

- A—B Line passes through villages Bahera, Phusri, Indra, again Phusri and Gobindpur (goes up-to Southern bank of River Bokaro) and meets at point 'B'.
- B—C] line passes through villages Gobindpur, Mandu, Keke Basaudi and Pundi and meets at point 'C'.
- C—D line passes through villages Pundi, Taping and Pindra and meets at point 'D'.
- D—E line passes through villages Pindra and Taping and meets at point 'E'.
- E—F line passes along the part common boundary of villages Taping and Pindra and meets at point 'F'.
- F—G—A— lines pass along the part common boundary of villages Kajri and Phusri and through villages Phusri and Bahera and meets at point 'A'.

SCHEDULE

Kedla Block

(West Bokaro Coal Field)

Drg. No. Rev/114/63 Dated 28-9-63

(Showing the area notified for prospecting)

	Village	Thana	Thana No.	District	Area	Remarks
1	Basantpur	Mandu	105	Hazaribagh		Part
2	Kotre	"	106	"		Part
3	Duru Kasmar	"	108	"		Part
4	Pachanda	"	107	"		Part
5	Garkia or Parsabera	"	158	"		Part
6	Banji	"	159	"		Part
7	Kedla	"	160	"		Part
8	Chakdih	"	161	"		Full
9	Loiyo	"	162	"		Part
10	Pachmo	Gumia	27	"		Part
11	Hurdag	"	28	"		Part
12	Rahawan	"	29	"		Part
13	Baghraiya	"	30	"		Part

Total Area 6950.00 Acres (Approx.)

OR 2814.75 Hectares (Approx.)

Boundary Description:

U—V line passes through villages Basantpur & Pachanda meets at point 'V'.

V—W line passes along the part central line of Chutua Nadi (which is part common boundary of West Bokaro Colliery) and meets at point 'W'.

W—X—Y—Z—T lines pass through villages Duru Kasmar, Banji, Kedla & Garkia or Parsabera (which is part common boundary of West Bokaro Colliery and meet at point 'T'.

T—S line passes through village Garkia or Parsabera and meets at point 'S'.

S—A/1 line passes along the part Central line of Chotua Nadi (which is common boundary of village Garkia or Parsabera & Sirka, Loiyo & Sirka, Loiyo & Bhuiyaldi and Loiyo & Badgaon and meets at point 'A/1'.

A/1—B/1 line passes along the part Southern bank of Chotua Nadi in Village Loiyo and meets at point 'B/1'.

B/1—C/1—D/1—E/1—F/1 lines pass through and along part northern and part southern boundary of Chotua Nadi in Village Loiyo (which is also part common boundary of Loiyo Block Extn. notified U/S 4(1) of Coal Act vide S.O. 1973 dated 4-7-63) and meet at point 'F/1'.

F/1—G/1—H/1 lines pass through village Loiyo (which is also part common boundary of Loiyo Block notified U/S 7(1) of Coal Act vide S.O. No. 1893, dated 29-5-64) and meet at point 'H/1'.

H/1—H/2—I/1 lines pass through villages Rahawan & Baghraiya (which is also part common boundary of Loiyo Block Extn. notified u/s. 4(1) of Coal Act vide S.O. No. 1973 dated 4-7-63) and meet at point 'I/1'.

I/1—K/1—U lines pass through villages Baghraiya, Pachmo, Rahawan, again Pachmo, Hurdag, Kotre & Basantpur and meet at point 'U'.

SCHEDULE
Area Block II
(West Bokaro Coal Field)

Drg. No. Rev/114/63 Dated—28-9-63

(Showing the area notified for prospecting)

Sl. No.	Village	Thana	Thana No.	Distt.	Area	Remarks
1.	Pundi	Mandu	116	Hazaribagh		Part
Total area: 4.10 acres (Approx.) OR 1.66 Hectares (Approx.).						

Boundary Description:

- L/I—M/I line passes through village Pundi (which is part common boundary of Pundi Block notified u/s 9(1) of Coal Act *vide* S.O. No. 2127 dated 11-6-64) and meets at points 'M/I'.
- M/I—N/I line passes through village Pundi (which is part common boundary of Pundi Block notified u/s. 9(1) of Coal Act *vide* S.O. No. 2127 dated 11-6-64) and meets at point 'N/I'.
- N/I—O/I—L/I lines pass through village Pundi (which is part common boundary of West Bokaro Colliery) and meet at point 'L/I'.

SCHEDULE
Area Block III
(West Bokaro Coal Field)

Drg. No. Rev/114/63 Dated 28-9-63

(Showing the area notified for prospecting)

Sl. No.	Village	Thana	Thana No.	Distt.	Area	Remarks
1	Barughutu	Mandu	118	Hazaribagh		Part
Total area: 3.00 Acres (Approx.) or : 1.22 Hectares (Approx.).						

Boundary Description:

- P/I—Q/I line passes along the part Eastern Bank of Bokaro River in Village Barughutu (which is part common boundary of Pundi Block notified u/s 9(1) of Coal Act *vide* S.O. No. 2127 dated 11-6-64) and meets at point 'Q/I'.
- Q/I—R/I—P/I lines pass through village Barughutu (which is part common boundary of West Bokaro Colliery) and meet at point 'P/I'.

[No. C2-20(18)/64]

M.S.K. RAMASWAMI, Dy. Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE BANGALORE

CENTRAL EXCISE

Bangalore, 25th July, 1969

S. O. 3379.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules, 1944, I hereby empower the Central Excise Officers of the Mysore Central Excise Collectorate specified in Col. 2 of the table below, to exercise within their respective jurisdiction, the powers of collector under the rule enumerated in col. 3 and subject to the conditions and limitations set out in Col. 4 of the said table.

Sl. No.	Rank of Officers	C. Ex. Rules	Conditions and limitations, if any.
1	2	3	4
1.	All Officers of and above the rank of Superintendent of Central Excise.	96ZH(1)	First A.S.P. (Application) may be accepted by the Officer not below the rank of Asst. Collector.
2.	All Officers of and above the rank of Assistant Collectors of Central Excise.	96ZH(2)	—
3.	All Officers of and above the rank of Superintendents Central Excise.	96ZH(4)	(a) Power of accepting renewal application in form A.S.P. shall be exercised by Superintendent of Central Excise. (b) (i) Where delay in presenting the A.S.P. is not more than 10 days the Superintendent of Central Excise shall exercise the power of condoning delay. (ii) Where delay in presenting the A.S.P. exceeds 10 days, Asst. Collector of Central Excise shall exercise the power.
4.	All Officers of and above the rank of Asst. Collectors of Central Excise.	96ZH (5)	—
5.	All Officers of and above the rank of Asst. Collectors of Central Excise.	96ZI (4)	—
6.	Adjudicating Officers	96ZL (i) to (iii)	To demand duty, to confiscate goods and to impose penalty in accordance with their limits of adjudication powers.
7.	—	96ZM	Overall discretionary powers are reserved with the Collector.

[No. 3/69.]

M. C. DAS, Collector.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, HYDERABAD (DN.)*Hyderabad, the 6th August 1969*

S. O. 3380.—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules 1944, I hereby delegate the powers vested in me under Rules 96 ZH, 96 ZI and 96 ZL of the Central Excise Rules, 1944 to the officers specified in column 3 of the statement enclosed to the extent shown in column 4 of that statement.

Statement referred to above

S.No.	Central Excise Rules.	Rank of Officers.	Limitations, if any.
1	2	3	4
1.	96 ZH (1)	All officers of and above the rank of Superintendent of Central Excise.	*First A.S.P. (Application) may be accepted by the officer not below the rank of Assistant Collector.
2.	96ZH (2)	All officers of and above the rank of Assistant Collectors.	..
3.	96ZH (4)	All officers of and above the rank of Superintendent of Central Excise.	(a) [Power of accepting renewal application in form A.S.P. shall be exercised by Superintendent of Central Excise. (b) (i) Where delay in presenting the A.S.P. is not more than 10 days, the Superintendent of Central Excise shall exercise power of condoning the delay. (ii) Where delay in presenting the A.S.P. exceeds 10 days, Asst. Collector, Central Excise shall exercise the power.
4.	96ZH(5)	All officers of and above the rank of Assistant Collectors of Central Excise.	..
5.	96ZI(5)	All officers of and above the rank of Assistant Collector of Central Excise	..
6.	96ZL (i) to (iii)	Adjudicating officers.	To demand duty, to confiscate goods and to impose penalty in accordance with their limits of adjudication powers.

[No. 5/69-C.E.]

. L. ROUTH, Collector.

COLLECTORATE OF CENTRAL EXCISE, WEST BENGAL**CENTRAL EXCISE***Calcutta, the 28th July 1969*

S.O. 3381.—In exercise of the powers vested in me under Rule 5 of the Central Excise Rules 1944, I empower the officers of the rank mentioned in Column 2 of the table below to exercise, within their respective jurisdiction the powers of the Collector under the rules mentioned against each in Column 3 of the said table, subject to conditions and limitations, if any, indicated in Column 4 thereof.

TABLE

1	2	3	4
1. All Officers of and above the rank of Supdt. of C.E.	96ZH(1)	First A.S.P. (Application) may be accepted by the officer not below the rank of Asst. Collector.	
2. All officers of and above the rank of Asst. Collector.	96ZH(2)	..	
3. All Officers of and above the rank of Supdt. of C.E.	96ZH (4)	(a) Power of accepting renewal application in form A.S.P. shall be exercised by Supdt. of C.E. (b) (i) where delay in presenting the A.S.P. is not more than 10 days, the Supdt. C.E. shall exercise the power of condoning the delay. (ii) Where delay in presenting the A.S.P. exceeds 10 days, Asstt. Collector, Central Excise shall exercise the power.	
4. All Officers of and above the rank of Asstt. Coll. of C.E.	96ZH (5)	..	
5. All officers of and above the rank of Asstt. Coll. C.E.	96ZL (4)	..	
6. Adjudicating Officers.	96ZL(1) to (iii)	To demand duty to confiscate goods and to impose penalty in accordance with their limits of adjudication powers.	

[No. 1/1569.]

D. R. KOHLI, Collector.

COLLECTORATE OF CENTRAL EXCISE, CALCUTTA & ORISSA**CENTRAL EXCISE***Calcutta, the 30th July 1969*

S.O. 3382.—In exercise of the powers conferred on me by Rule 15 of the Central Excise Rules, 1944, read with Rule 233 *ibid* and in supersession of this Collectorate Notification No. 6/1968 dated 21st December, 1968. I hereby notify the places specified in Column 2 and column 3 of the Schedule enclosed as sparse growing areas where growers of tobacco shall not be required to furnish declarations of areas under tobacco cultivation under Rule 15 of the Central Excise Rules, 1944, provided the area cultivated by a grower does not exceed the limit specified in column 4 of the said schedule.

SCHEDULE

Sl. No.	Name of the District	Portion covered	Area
1	2	3	4
A. State of Orissa			
1	Ganjam	<i>The whole of</i>	
		(a) Berhampur Sub-Division	12 ares
		(b) Chatrapur Sub-Division less Purusut-tampur and Ramhha	"
		Police Stations	
		(c) Bhanjanagar Sub-Division less Bhanja-nagar, Tarsingi and Buguda Police Stations	8 ares
		(d) Parlakemedi Sub-Division less Parla-kemedi Police Station	12 ares
2	Koraput	<i>The whole of</i>	
		(a) Nowrangpur Sub-division	12 ares
		(b) Malkangiri Sub-Division	"
		(c) Koraput Sub-Division less Naraynnpat-nam Police Station except Kumbhariput Panchayat of Bandhugaon Block	"
		(d) Jaypore Sub-Division	"
		(e) Rayagada Sub-Division less Rayagada Police Station	10 ares
		(f) Gunupur Sub-Division less Bissem-Cuttack Police Station and Ambadola Police Station except Bijaya Bandali Panchayat and Ambadola Panchayat	12 ares
3	Kalahandi	<i>The whole of</i>	
		(a) Kalahandi Sub-Division	12 ares
		(b) Dharamgarh Sub-Division	"
		(c) Nowapara Sub-Division	"
4	Bolangir		
		(a) Titlagarh Sub-Division	5 ares
		(b) Bolangir Sub-Division	6 ares
		(c) Sonepur Sub-Division	6 ares
		(d) Patnagarh Sub-Division less Belpara Police Station	5 ares
5	Cuttack	<i>The whole of</i>	
		(a) Cuttack Sub-Division	12 ares
		(b) Jaipur Sub-Division	" "
		(c) Jagatsingpur Sub-Division	" "
		(d) Athgarh Sub-Division	" "
		(e) Kendrapara Sub-Division	" "

1	2	3	4
6	Puri	<i>The whole of</i>	
	(a) Puri Sub-Division		12 ares
	(b) Bhubaneswar Sub-Division		” ”
	(c) Khurda Sub-Division		” ”
	(d) Nayagarh Sub-Division		” ”
7	Balasore	<i>The whole of</i>	
	(a) Balasore Sub-Division		” ”
	(b) Bhadrak Sub-Division		” ”
	(c) Nilgiri Sub-Division		” ”
8	Dhenkanal	<i>The whole of</i>	
	(a) Dhenkanal Sub-Division		” ”
	(b) Kamakhyanagar Sub-Division		” ”
	(c) Talcher Sub-Division		” ”
	(d) Pilahara Sub-Division		” ”
	(e) Athmallik Sub-Division		” ”
	(f) Hindol Sub-Division		” ”
	(g) Angul Sub-Division		” ”
9	Keonjhar.]	<i>The whole of</i>	
	(a) Keonjhar Sub-Division]		” ”
	(b) Champua Sub-Division		” ”
	(c) Anandapur Sub-Division		” ”
10	Mayurbhanj	<i>The whole of</i>	
	(a) Mayurbhanj Sub-Division		” ”
	(b) Bamanghati Sub-Division		” ”
	(c) Panchpur Sub-Division		” ”
	(d) Keptipada Sub-Division		” ”
11	Sambalpur	<i>The whole of</i>	
	(a) Sambalpur Sub-Division		” ”
	(b) Kachinda Sub-Division		” ”
	(c) Deogarh Sub-Division		” ”
	(d) Bargarh Sub-Division		” ”
	(e) Rairakhol Sub-Division		” ”
12	Sundergarh	<i>The whole of</i>	
	(a) Sundergarh Sub-Division		” ”
	(b) Panposh Sub-Division		” ”
	(c) Bonai Sub-Division		” ”
13	Boudhphulbani]	<i>The whole of</i>	
	(a) Khondmals Sub-Division		8 ares
	(b) Boudh Sub-Division		” ”
	(c) Balliguda Sub-Division		” ”
B. State of West Bengal.			
1	24-Parganas.	<i>The whole of</i>	
	(a) Barasat Sub-Division		12 ”
	(b) Basirhat Sub-Division		” ”
	(c) Bongaon Sub-Division]		” ”
2	Midnapur Dist.	<i>The whole]</i>	” ”
3	Howrah District.	<i>The whole</i>	” ”

Sl. No.	Name of District	Name of			Firka/Muta.	Area exempted under Rule 15
		Police station	Sub-Division	Village/Revenue		
1	2		3			4
I	Koraput	Rayagada	Rayagada	Tumbiguda	Tumbiguda Muta	10 ares
22	22	22	22	Bairagihalwa	Bairagihalwa	22
23	23	23	23	Padoloti	22	22
24	24	24	24	Sanaloti	22	22
25	25	25	25	Mitabadi	Merabilli Muta	22
26	26	26	26	Sansondubadi	22	22
27	27	27	27	Bodesandubadi	22	22
28	28	28	28	Merabilli	22	22
29	29	29	29	Druchpaka	22	22
30	30	30	30	Lachikona	22	22
31	31	31	31	Sikabadi	22	22
32	32	32	32	Kodapasi	22	22
33	33	33	33	Bodolada	Gumma Muta	22
34	34	34	34	Sanalada	22	22
35	35	35	35	Jadighatti	Dumurpai Muta	22
36	36	36	36	Kumba	22	22
37	37	37	37	Nellibadi	22	22
38	38	38	38	Kubhikhal	22	22
39	39	39	39	Kumbesu	22	22
40	40	40	40	Kibhapadi	22	22
41	41	41	41	Palluguda	22	22
42	42	42	42	Raikona	22	22
43	43	43	43	Dumapai	22	22
44	44	44	44	Sikadrigum	Janata Muta	22
45	45	45	45	Panasguda	22	22
46	46	46	46	Arpana	22	22
47	47	47	47	Balamoti	22	22
48	48	48	48	Panabadi	22	22
49	49	49	49	Dangidi	Goudkundam Muta	22
50	50	50	50	Kondokandam	22	22
51	51	51	51	Palurpadu	22	22
52	52	52	52	Bodokosipadi	22	22
53	53	53	53	Penikona	22	22
54	54	54	54	Sankosipadi	Pipalguda Muta.	22
55	55	55	55	Karboi	22	22
56	56	56	56	Boriguda	22	22
57	57	57	57	Sansikiri	22	22
58	58	58	58	Bodosikiri	22	22
59	59	59	59	Jangli	22	22
60	60	60	60	Pipalguda	22	22
61	61	61	61	Gopalpur	Goudkilam Muta	22
62	62	62	62	Balpadu	22	22
63	63	63	63	Gendgudia	Jhimidipeta Muta	22
64	64	64	64	Panapur	22	22
65	65	65	65	Katavalsa	22	22
66	66	66	66	Jhimidipeta	22	22
67	67	67	67	Pedaqudi	22	22
68	68	68	68	Anaka	Champikota Muta	22
69	69	69	69	Pedaerkubadi	22	22
70	70	70	70	Kurtikakkili	22	22
71	71	71	71	Kantikivaha	22	22
72	72	72	72	Jangidi	22	22
73	73	73	73	Mandilguda	22	22
74	74	74	74	Gajigam	22	22
75	75	75	75	Champikota	22	22
76	76	76	76	Gondvalsa	22	22
77	77	77	77	Tekapadi	22	22
78	78	78	78	Batakhal	Baharrambu Muta	22
79	79	79	79	Onra	22	22
80	80	80	80	Bahasrambu	22	22
81	81	81	81	Biharrambu	22	22
82	82	82	82	Dekkuguda	22	22

1	2	3	4
I	Koraput	Rayagada	Rayagada]
Patkapadu			Lakshimpur Muta
Sindabadi			10 ares
Panasputi			
Karli			
Tulsibalsa			Kerada Muta
Kuso			
Athada			
Anija			
Ampalvalsa			
Kerada			
Mattukerada			
Ganjanpeta			
Hirsamohi			Perigam Muta]
Rapa			
Tikarakontra]			Umervelli Muta
Japa			Beriguda Muta
Upperbamboo			
Mallipada			Nathma Muta
Anthraguda			Rayagada Muta
Ballikamar			Theruvalli Muta
Geraput			
Penta			
Pujariguda			
Dumbriguda			
Elegelpadu			
Dondali			Dondali Muta
Binishpur			Emalguda Muta
Belkona			Bejja Muta
Sashikal			
Karnipadu			
Malligam			Malligam Muta
Karnipadu			
Khilapadar			
Kuniabadi			
Banduguda			
Landbadi			G. Rengalpadu Muta.
Lactiguda			Aribi Muta
Pokiri			
Chintaguda			
Sangummada			
Roddangi			
Kumbiguda			
Killoapadar			
Sikkobadi			
Kargadi			
Pengili			
Mathikcswari			Madanpur Muta
Pipalguda			
Gunakona			
Paikjodi			Pinda Muta
Kirikinda			
Kondachampi			Kailaskota Muta
Minajola			
Tandikona			
Barisola			
Sundidhamini			
Lingaguda			
Jhengidipadar			
Rekhapadar			
Bhoimada			
Boringpai			
Pandritola			
Jagannathpur			
Chinachanduli			Paper Mill side
Anandapadu			Revelokona Muta
Bodapadu			

1	2	3	4
I	Koraput	Rayagada	Rayagada
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
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46	46	46	46
47	47	47	47
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52	52	52	52
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67	67	67	67
68	68	68	68
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73	73	73	73
74	74	74	74
75	75	75	75
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82	82	82	82
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84	84	84	84
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86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

1	2	3	4
1	Karaput Bissem cuttack Gunupur	Durbagujia	Durgi
2		Kadampadar	12 ares
3		Rengabhi	
4		Konabhai	
5		Retlipadar	
6		Kurli	
7		Papadambo	
8		Pichiliguda	
9		Rengalpadu	
10		Purnapani	Hat-muniguda
11		Hirsahada	
12		Hukumtola	
13		Borikhal	Dang-surada
14		Bodpandrikhal	
15		Bangrada	
16		Dhubagudi	Kutraguda
17		Tandibai	
18		Vhirabogoda	Kumudabagi
19		Singari	
20		Podimaska	
21		Meringi	
22	Ambodala	Jugapadar	Doikhal
23		Kurmajodi	
24		Banjikusum	Doikha
25		Sauraguda	
26		Maguni	
27		Asurpara	
28		Badadoikhal	
29		Haripadar	
30		Doradrukulima	
31		K'ntibadi	
32		Karadabando	
33		Kotilima	
34		Ratodi	
35	2	Bahabal	Bahabal
36	Bolapur	Maloara	5 ares
37		Tanla	Kanut
38		Sarumuhan	Belpara
39		Bharuapalli	Sarumuhan
40		Bharamunda	
41		Rahikhamar	Belpara
42		D'ingiamunda	Kapani
43		Kapani	
44		Mundagaon	
45		Dungriguda	
46		Maliyabar	
47		Jamkhari	
48		Hatkar	Dhumabhata
49		Kurenhabati	
50		Fata Munda	
51		Bholiabandha	
52		Satuan	Mondal
53		Sargipalli	
54		Ainanalla	Dhumabhata
55		Khalkhali	
56		Jalia	
57		Ghagurli	Ghagurli
58		Khaliapalli	
59		Dumarmunda	
60		Thariamunda	Suleikela
61		Gambhari	Gambhari
62		Munapalli	
63		Kumarkhani	
64		Bagdore	
65		Thodibahal	
66		Kalchibahal	Dhumabhata

1	2			3		4
2	Balansir	Belpara	Patnagarh	Suanbahal	Kanut	5 Ates
”	”	”	”	Bichubahal	Bahabal	”
”	”	”	”	Baliabhata	Panclamunda	”
”	”	”	”	Solandi	Kanut	”
”	”	”	”	Juba	Dhumabhata	”
”	”	”	”	Muribahal	Kanut	”
”	”	”	”	Palesara	Sarumuhan	”
”	”	”	”	Bhalubahali	Ghagurli	”
”	”	”	”	Dorumunda	Dhumabhata	”
”	”	”	”	Dungartala	”	”

[No. 3-CE/1969.]

N. MOOKHERJEE, Collector.

OFFICE OF THE COMMISSIONER OF INCOME TAX, KERALA
INCOME-TAX

Ernakulam South, Cochin 7 the 2nd August, 1969

S.O. 3383.—In pursuance of sub-section (1) of section 287 of the Income-tax Act, 1961 (43 of 1961) and in pursuance of order F. No. 16/202/67-ITB dated 25th March, 1969 of the Ministry of Finance (Department of Revenue and Insurance) Government of India, I hereby publish the names and other particulars relating to assesseees on whom a penalty of not less than Rs. 5000/- was imposed during the financial year 1968-69 in schedules I and II appended here to :—

SCHEDULE I

Persons who have been penalised for concealment of income under section 271(I)(c) :—

Sl. No.	Name and address	Status	Amount of penalty	Assessment year
1	2	3	4	5
1	Sri K. K. Pauly, P. O. Avittathur, Via. Irinjalakuda.	Individual	5000	1965-66
2	Sri K. Ponnen, S.N.T. College, Trivandrum	Do.	30000	1963-64
3	Sri M. Vidyadharan, Leela Motors, Attingal	Do.	7500	1963-64

SCHEDULE II

Persons who have been penalised for failure to file the returns of income or to produce books of accounts under section 271(1)(a) or (b) of the Income-tax Act, 1961:—

Sl. No.	Name and address	Status	Amount of penalty.	Assessment year
1	2	3	4	5
1	Sri K. A. Jayapalan, Devi Mandiram, Chittur	Individual.	18,170	1963-64
2	Mrs. T. G. Walter, Quilon	Do.	13,385	1966-67

1	2	3	4	5
3	M/s. A. Parced Pillai and Bros., Alwaye.	Firm	20,200	1963-64
	Partners :			
	1. A. Parced Pillai.			
	2. A. Kader Pillai.			
	3. A. Mohammed Pillai.			
4	M/s. Ramsons & Co., Quilon.	Firm	7,053	1963-64
5	M/s. Southern India Cashew Co., Quilon.	Firm	6,309	1967-68
6	M/s. West Coast Industries, Ettumanoor.	Firm	6,053	1966-67
	Partners :			
	1. P. John.			
	2. T. K. Joseph.			
	3. K. C. Uthup.			

NOTE.—In the above cases either no appeals have been filed before the Income-tax Appellate Tribunal or the appeals filed have already been disposed of by the Income-tax Appellate Tribunal.

[C. No. 10B/Tech/B/69-70/Vol. II]

S. O. 3384.—In pursuance of sub-section (1) of Section 287 of the Income-tax Act, 1961 (43 of 1961) and in pursuance of the order F. No. 16/202/67-ITB dated 25th March 1969 of the Ministry of Finance (Department of Revenue and Insurance) Government of India, I hereby publish the names of the assesses :

- (a) Being individuals or Hindu Undivided families, who have been assessed on an income of more than a lakh of rupees, in Schedule I appended hereto;
- (b) Being Firms, Association of Persons or Companies who have been assessed on an Income of more than ten lakhs of rupees, in Schedule II appended hereto;

during the financial year 1968-69.

SCHEDULE I

Names of all Individuals and Hindu Undivided families assessed on an income over rupees one lakh in the financial year 1968-69.

Sl. No.	Name and address	Status	Assessment year.	Income assessed Under Income-tax Act, 1961.
1	2	3	4	5
	<i>Sarvashree</i>			Rs.
1	T. V. Ananthanarayana Iyer, C/o. Swamy Brothers, Alleppey.	Individual.	1967-68	1,24,120
2	Abdul Azeez Hajec Hassan Sait, C/o. H.H.Y. Sait & Sons, Kayakkulam.	Do.	1964-65	1,06,958
3	P. Achuthan Pillai, Cochin.	Do.	1967-68	1,53,247
4	P. Achuthan Pillai, Cochin.	Do.	1968-69	1,08,260
5	Haji K. Assainar, Changanacherry.	Do.	1964-65	1,97,730
6	K. Abdulrahiman, Ernakulam.	Do.	1964-65	5,72,040
7	A. J. Abraham, Hindustan Finance Corp ration, Calicut.	Do.	1968-69	1,06,130
8	Haji A. Abdul Khader, Chowghat.	Do.	1968-69	1,62,860
9	A. Abdul Rahiman, Chowghat.	Do.	1968-69	2,67,590
10	V. Balakrishnan Nair, Guruvayoor Bus Transport, Guruvayoor.	Do.	1968-69	1,00,280
11	A. D. Bolland, Pierce Leslie & Co. Ltd., Calicut.	Do.	1967-68	1,20,490

I	2	3	4	5
		Indivi-		Rs.
12	A. D. Bolland, Pierce Leslie & Co. Ltd., Calicut.	dual.	1968-69	1,45,940
13	Dr. (Mrs.) P. Bhageerathi, Cannanore.	Do.	1968-69	1,20,100
14	B. J. Asher, Cochin.	Do.	1967-68	1,27,280
15	B. J. Asher, Cochin.	Do.	1968-69	1,97,473
16	Beena Jacob, C/o. M/s. Jacobs, Lalbag, Beach, Alleppey	Do.	1968-69	1,13,579
17	P. Bharathan Pillai, Cashew Exporter, Quilon,	Do.	1968-69	6,09,990
18	M. Balakrishna Reddiar, C/o. M/s. S.T. Reddiar and Sons, Quilon.	Do.	1967-68	1,23,160
19	P. Balakrishna Pillai, Cashew Exporter, Quilon	Do.	1968-69	10,32,770
20	A. C. Chacko, Ollur	Do.	1965-66	1,92,860
21	T. M. Chacko, Kottayam.	Do.	1968-69	2,35,410
22	J. T. Clifton, J.&P. Coats, Koratty	Do.	1968-69	1,54,990
23	A. C. Devasy, Cochin	Do.	1968-69	1,03,070
24	D. B. Khona, Mattancherry	Do.	1966-67	1,36,800
25	Dat Pathe, Ernakulam	Do.	1965-66	1,00,030
26	K. Devayani Amma, Jupitor Cashew Co., Quilon	Do.	1968-69	3,24,420
27	T. V. Eswara Iyer, C/o M/s. Swamy Bros., Alleppey	Do.	1967-68	1,23,820
28	K. J. Francis, Fashion Fabrics, Trichur	Do.	1968-69	3,32,670
29	G. J. Asher, Cochin	Do.	1967-68	1,21,722
30	G. J. Asher, Cochin	Do.	1968-69	1,91,528
31	V. V. George, Cochin	Do.	1968-69	1,80,786
32	C.P.A. Yousuff, Kottayam	Do.	1968-69	1,10,620
33	T. V. Gourisankar, C/o. M/s. Swamy Bros., Alleppey	Do.	1967-68	1,24,010
34	K. Gopinathan Nair, Cashew Exporter, Quilon	Do.	1968-69	9,55,290
35	P. Gangadharan Pillai, Cashew Exporter, Quilon	Do.	1968-69	5,15,820
36	P. Gopinathan Pillai, Cashew Exporter, Quilon	Do.	1967-68	1,71,390
37	R. Geetha Vasanth, Vasanth Vihar, Quilon.	Do.	1968-69	3,03,260
38	R. N. Gray, Brooke Bond (India) Ltd., Cochin	Do.	1967-68	1,00,210
39	R. N. Gray, Brooke Bond (India) Ltd., Cochin	Do.	1968-69	1,15,870
40	H. H. Gouri Lakshmi Bai Kaudiar Palace, Trivandrum	Do.	1968-69	1,37,278
41	H. H. Gouri Parvathi Bai, Kaudiar Palace, Trivandrum	Do.	1968-69	1,46,878
42	P.G.S. Hall, Malayalam Plantations Ltd., Cochin	Do.	1968-69	1,20,640
43	Itty Kurien, Padinjarakara, Kottayam	Do.	1968-69	1,07,728
44	Ismail Ebrahim Sait, Cochin	Do.	1967-68	1,08,330
45	K.C.I. Mather, Ernakulam	Do.	1964-65	4,61,310
46	Janaki Gopalan, Ernakulam	Do.	1967-68	1,85,410
47	Joseph Lopez, Ernakulam	Do.	1967-68	2,08,970
48	M. C. A. Jackson, Kottayam	Do.	1968-69	1,32,300
49	M. A. John, Good Sheppard Rubber Co., Calicut	Do.	1968-69	1,21,460
50	K. Janardhanan Pillai, Vasanth Vihar, Quilon	Do.	1967-68	1,65,140
51	K. Janardhanan Pillai, Vasanth Vihar, Quilon	Do.	1968-69	3,87,170
52	Jothy Vasanth, Vasanth Vihar, Quilon	Do.	1968-69	3,03,260
53	K. A. Kareen, Cashew Exporter, Quilon	Do.	1964-65	1,36,340
54	K. Karunakaran, Karuna Cashew Co., Quilon	Do.	1964-65	1,40,660
55	S. Kumaraswamy Reddiar, Cloth Merchant, Alleppey	Do.	1964-65	2,73,560
56	Kakkubhai Chakkubhai, Partner, M/s. Kakkubhai and Co., Chalai, Trivandrum	Do.	1968-69	2,01,552
57	K. M. Kunhimohammed, Ponnani	Do.	1964-65	2,16,820
58	K. V. Korath, Ernakulam	Do.	1968-69	1,26,050
59	K. J. Kunjavirah, Neelavarman	Do.	1967-68	1,62,240
60	P. M. Kumaran, Partner, Sadhoo Bedi Depot, Cannanore	Do.	1968-69	5,67,381
61	K. Kochukrishnan Nair, Geetha Automobiles, Calicut	Do.	1968-69	1,21,010
62	A. K. Kunhiathumma, C/o. M/s. Vazhakkad Timbers, Kallai, Calicut	Do.	1965-66	1,36,280
63	P. K. Kochamma Amma, Pootheri Illam, Feroke	Do.	1968-69	1,21,358
64	A. K. Kaderkutty, Western India Plywoods Ltd., Bali-apatam	Do.	1968-69	1,28,680
65	A. K. Kaderkutty, Western India Plywoods Ltd., Bali-apatam	Do.	1967-68	1,51,330
66	C. Koru, C/o C.C. Transports, Calicut	Do.	1965-66	1,00,530
67	C. Kunhikutty, Malabar Roadways Service, Calicut	Do.	1966-67	1,20,160
68	Haji C. Kamukutty, K. K. & Co., Calicut	Do.	1958-59	1,32,150
69	C. Kumaran Nair, Chalakudy	Do.	1968-69	1,59,460

1	2	3	4	5
				Rs.
70	C. R. Kesavan Vaidyar, Irinjalakuda.	Individual.	1964-65	1,37,250
71	Lakshmandas Kushiram, Calicut.	Do.	1967-68	1,07,700
72	A.J. Lopez, Ernakulam.	Do.	1967-68	1,02,400
73	C.W.M. Lawrence, Went Worth Estate, Nilgiris.	Do.	1968-69	1,26,050
74	H. H. Lekshmi Bai, First Princess, Kaudiar Palace, Trivandrum.	Do.	1968-69	1,85,180
75	P. Lakshmanan Pillai, M/s. Laxman & Co., Quilon.	Do.	1968-69	2,57,230
76	Leela Vasanth, Vasanth Vihar, Quilon.	Do.	1968-69	3,03,260
77	A. I. Menzies, Malayalam Plantations Ltd., Quilon.	Do.	1967-68	1,19,080
78	A.J.M. Menzies, Malayalam Plantations Ltd., Quilon	Do.	1968-69	1,39,910
79	A. Malini Amma, Vijayalakshmi Cashew Co., Quilon	Do.	1967-68	2,17,450
80	J. Mohandas Rajan, Vijayalkshi, Cashew Co., Quilon.	Do.	1968-69	4,19,140
81	B. Muthukrishnan, S.T. Reddiar & Sons, Quilon	Do.	1967-68	1,30,670
82	K.P. Mohammed, Olavakot.	Do.	1960-61	1,27,420
83	K. P. Moideenkutty, Mannarghat.	Do.	1964-65	1,01,950
84	M. Muthuraman, Cochin.	Do.	1964-65	1,41,860
85	Mohammed Ebrahim Sait, Cochin.	Do.	1968-69	1,29,330
86	R. M. Manekji, Ernakulam.	Do.	1967-68	6,03,960
87	J. Mc Adam, Administrative Manager, J & P. Coats, Koratty.	Do.	1968-69	1,24,380
88	P. K. Nair, Ernakulam.	Do.	1968-69	1,29,280
89	C. N. Namboodiri, Thodupuzha.	Do.	1967-68	1,69,900
90	N. Neelankantan Nair, M/s. Laxman & Co., Quilon..	Do.	1968-69	1,35,680
91	R. H. Paylor, H & C Ltd., Cochin-3.	Do.	1968-69	1,22,390
92	K.C.N. Panicker, Esso Ltd., Ernakulam.	Do.	1968-69	1,16,040
93	T.V. Parameshwara Iyer, C/o. Swamy Bros., Alleppey.	Do.	1967-68	1,26,200
94	K. V. Poulouse, Ernakulam.	Do.	1968-69	1,09,770
95	N. K. Piduvai, Kottayam	Do.	1968-69	1,22,120
96	Cheria Pathrose, Kolencherry.	Do.	1968-69	1,38,894
97	D. Purushotham Kamath, Tellicherry.	Do.	1968-69	1,18,620
98	R. Rangaswami, Calicut..	Do.	1968-69	1,12,230
99	Ramchand Khushiram, Calicut	Do.	1967-68	1,07,910
100	M. K. Raru, Timber Merchant, Kallai, Calicut.	Do.	1957-58	1,08,910
101	A.S.K. Rama Iyer, Pattambi.	H.U.F.	1966-67	1,00,968
102	A.S.K. Rama Iyer, Pattambi.	H.U.F.	1968-69	1,00,640
103	T.V. Ramachandran, C/o. Swamy Bros., Alleppey..	Individual.	1967-68	1,24,040
104	Rama Verma Valia Koil Thampuram, Setalmond Palace, Poojapura, Trivandrum.	Do.	1966-67	1,68,730
105	V. Ramanujan Thampi, Partner, National Cashew Co., Pattom, Trivandrum.	Do.	1967-68	1,93,920
106	V. Ramanujan Thampi, Partner, National Cashew Co., Pattom, Trivandrum.	Do.	1968-69	4,57,482
107	H. H. Rama Varma, 1st Prince of Travancore, Kaudiar Palace, Trivandrum.	Do.	1968-69	1,36,520
108	V. Ramachandran, C/o. M/s. S. Veeriah Reddiar, Alleppey.	Do.	1964-65	1,11,870
109	Racheal Thomas, C/o. M/s. Jacobs Lal baug, Beach, Alleppey.	Do.	1968-69	1,13,570
110	M. Rajendra Reddiar, M/s. S. T. Reddiar & Sons, Quilon.	Do.	1967-68	1,20,510
111	M. Rengaswamy Reddiar, M/s. S.T. Reddiar, & Sons, Quilon.	Do.	1967-68	1,33,050
112	N. Rajamani Amma, Raj Cashew Co., Quilon.	Do.	1967-68	1,63,030
113	N. Rajamani Amma, Raj Cashew Co., Quilon.	Do.	1968-69	3,50,370
114	P. Raghavan Pillai, Cashew Exporter, Quilon..	Do.	1968-69	1,11,810
115	K. Rajendranathan Nair, Cashew Exporter, Quilon.	Do.	1967-68	2,17,830
116	K. Rajendranathan Nair, Cashew Exporter, Quilon.	Do.	1968-69	1,56,890
117	N. Radha Bai, Cashew Exporter, Quilon.	Do.	1967-68	2,06,500
118	N. Radha Bai, Cashew Exporter, Quilon.	Do.	1968-69	3,01,320
119	L. Radhika Devi, Laxman & Co., Quilon.	Do.	1968-69	1,21,630

1	2	3	4	5
		Indivi- dual		Rs.
120	G. Rajan Nair, Laxman & Co., Quilon.	Do.	1968-69	1,19,650
121	G. R. Rhind, Ambanad Estate, Malayalam Plan- tations Ltd., Quilon.	Do.	1968-69	1,00,730
122	C.W. S. Rette, H. & C. Ltd., Cochin.	Do.	1968-69	1,08,360
123	P. Sathrugnan Pillai, Cashew Exporter, Quilon.	Do.	1968-69	3,36,960
124	R. Socha Vasanth, Vasanth Vihar, Quilon.	Do.	1968-69	3,03,260
125	N. Saraswathy Amma, Saraswathy Industries, Quilon	Do.	1968-69	1,51,380
126	K. Sukumaran, Mng. Director, Kerala Kaumudi, Trivandrum.	Do.	1966-67	1,09,220
127	R. Suseela, Partner, General Supplies Agency, Balace Road, Alleppey.	Do.	1967-68	1,03,230
128	Sosamma Jacob, C/o. M/s. Jacobs Lalbag, Beach — Road, Alleppey.	Do.	1968-69	1,13,580
129	A.D. Spence, H. & C Ltd., Cochin.	Do.	1967-68	1,02,850
130	J.B. Souther, General Manager, K. D. H.P. Co., Ltd., Munnar.	Do.	1967-68	1,22,430
131	J. B. Souther, General Manager, K.D.H.P. Co., Ltd., Munnar.	Do.	1968-69	1,25,730
132	H.H. Sethu Paravathu Bai, Maharani, of Travancore, Kaudiar Palace, Trivandrum	Do.	1968-69	3,94,960
133	B. N. Sreedhan Unni, Sreekrishna Pharmacy, Thy- caud, Trivandrum.	Do.	1964-65	2,65,520
134	P. P. Seetha, Partner, Sadhoo Beedi Depot, Cann- nore.	Do.	1968-69	1,26,784
135	P.P. Sarojini, Partner, Sadhoo Beedi Depot, Cann- nore.	Do.	1968-69	1,30,673
136	P. M. Santhakumari, Partner, Sadhoo Beedi Depot, Cannanore.	Do.	1968-69	3,58,241
137	C.S. Sahadevan, Calicut.	Do.	1965-66	1,14,000
138	V. Seshagiri Bhat, Beedi & Tobacco Merchant, Tel- licherry.	Do.	1968-69	1,23,070
139.	N. Sadananda Pai, C/o. M/s. Sadananda Pai and Co., Tellicherry.	Do.	1968-69	1,23,170
140	Syed Alavi Jiffri, Jiffri and Karim, Calicut.	Do.	1968-69	1,01,440
141	Syed Alavi Jiffri, Jiffri and Karim, Calicut.	Do.	1967-68	1,50,420
142	Mrs. Sebastian for late C. V. Sebastian, Trichur	Do.	1966-67	1,49,203
143	Mrs. Sebastian for late C. V. Sebastian, Trichur	Do.	1967-68	1,63,880
144	S. J. Asher, Cochin	Do.	1967-68	1,25,540
145	S. J. Asher, Cochin	Do.	1968-69	1,69,910
146	Salay Mohammed Ebrahim Sait, Cochin	Do.	1967-68	1,54,870
147	Salay Mohammed Ebrahim Sait, Cochin	Do.	1968-69	1,40,850
148	Sulekha Bai, Cochin.	Do.	1967-68	1,06,000
149	V.G. Saraf, Cochin.	Do.	1968-69	1,06,490
150	M. Sankara Menon, Ernakulam.	Do.	1968-69	1,02,270
151	N. Subramania Iyer, Kottayam.	H.U.F.	1963-64	3,77,740
152	James Wilson Twaddel, J & P Coats, Koratty.	Indivi- dual.	1968-69	1,42,900
153	J. Thomson, J & P Coats, Koratty	Do.	1968-69	2,21,900
154	Dr. K. George Thomas, Kottayam.	Do.	1968-69	3,75,000
155	V. Thiruvengkattam, M/s. S. Veeriah Reddiar, Al- leppcy.	Do.	1964-65	1,16,230
156	Late A. Thangalkunju Musaliar, Cashew Exporter, Quilon, by legal heirs Smt. Nafeesa Beevi and others	Do.	1964-65	1,07,665
157	P.P. Ushalakshy, Partner Sadhoo Beedi Depot, Can- nanore.	Do.	1968-69	1,28,964
158	N. T. Vasu, Big Bazar, Calicut	Do.	1968-69	1,15,350
159	M. K. Vellodi, Calicut	Do.	1968-69	1,26,200
160	M. K. Vijayaraghavan, Kurkancheri, Trich	Do.	1964-65	1,66,340
161	John P. Valavi, Ernakulam	Do.	1968-69	1,01,920
162	Mrs. Janki Gopalan	Do.	1968-69	1,35,710
163	K. P. Varghese, Ernakulam	Do.	1966-67	1,65,560
164	K. Vargese, Ernakulam	Do.	1968-69	1,11,990
165	S. Veeriah Reddiar c/o M/s. S. Veeriah Reddiar, cloth Merchants, Alleppey	Do.	1964-65	1,22,700
166	P. Yesoda, Partner, Sadhoo Beedi Depot, Cannanore	Do.	1968-69	3,94,027

SCHEDULE II

Sl. No.	Name and Address	Status	Assessment year	Income assessed under I.T. Act, 1961
1	2	3	4	5
<i>Messers.</i>				<i>Rs.</i>
1	The Cochin Malabar Estate Ltd., Coimbatore.	Company	1967-68	13,14,611
2	The Cochin Refineries Ltd., Ammalamugul, Ernakulam	Do.	1965-66	10,68,720
3	Co-operative Tea Society Ltd., Calicut.	Do.	1968-69	10,80,790
4	Forest Industries (Trv.) Ltd., Alwaye.	Do.	1968-69	13,90,610
5	Forbes Ewatts & Figgis Ltd., Cochin	Do.	1968-69	10,67,230
6	Harrisons & Crossfield Ltd., Cochin	Do.	1964-65	26,82,930
7	Harrisons & Cross field Ltd., Cochin.	Do.	1965-66	20,22,360
8	Harrisons & Cross field Ltd., Cochin.	Do.	1966-67	23,94,988
9	Harrisons & Cross field Ltd., Cochin.	Do.	1967-68	26,48,617
10	Harrisons & Cross field Ltd., Cochin.	Do.	1968-69	29,51,416
11	Indo Marine Agencies (P) Ltd., Cochin	Do.	1966-67	10,04,230
12	Indo Marine Agencies (P) Ltd., Cochin.	Do.	1967-68	11,55,880
13	Kerala State Road Transport Corporation, Trivandrum.	[Do.	1966-67	46,08,940
14	Kerala State Road Transport Corporation, Trivandrum		1967-68	79,35,350
15	Malayalam Plantations Ltd., Cochin	Do.	1964-65	56,44,613
16	Malayalam Plantations Ltd., Cochin	Do.	1965-66	53,19,554
17	Malayalam Plantations Ltd., Cochin	Do.	1966-67	72,47,786
18	Malayalam Plantations Ltd., Cochin	Do.	1967-68	58,86,913
19	Narayana Investment Trust, Trivendrum	Do.	1968-69	20,22,810
20	National Cashew Co., Pattom, Trivandrum	Firm	1968-69	22,85,180
21	Ruby Rubber Works Ltd., Changancherry	Company	1968-69	10,24,920
22	Sadhoo Beedi Depot., Cannanore	Firm.	1968-69	17,50,110
23	Travancore Rayons Ltd., Rayonpuram, Perumbavoor	Company	1968-69	81,17,379
24	Travancore Titanium Products Ltd., Trivandrum	Do.	1967-68	29,54,180
25	Travancore Titanium Products Ltd., Trivandrum	Do.	1968-69	38,35,540
26	Travancore Tea Estates Ltd., Vandiperiyar	Do.	1965-66	11,08,850
27	Western India Plywoods Ltd., Baliapatam	Do.	1968-69	17,44,820

[C. No. 10-B/Tech/B/69-70/Vol. II.]

S. N. SASTRI, Commissioner.

**OFFICE OF THE COMMISSIONER OF INCOME TAX, PUNJAB, HARYANA,
JAMMU AND KASHMIR, HIMACHAL PRADESH AND CHANDIGARH,
PATIALA**

INCOME-TAX

Patiala, the 7th August 1969

S.O. 3385.—Whereas the Central Government is of the opinion that it is necessary and expedient in public interest to publish the names and other particulars relating to assesseees on whom penalty of not less than Rs. 5,000 was imposed during the financial year 1968-69;

And whereas in exercise of the powers conferred by section 287 of the Income tax Act (43 of 1961) and all other powers enabling them in this behalf the Central Government has by its order dated 25th March, 1969, authorised all Commissioners of Income tax to publish the names, addresses, status, assessment year and details of penalties levied which would include the amounts and nature of penalties relating to assesseees, within their jurisdiction and on whom a penalty of not less than Rs. 5,000 was imposed during the financial year 1968-69;

Now therefore in exercise of the powers conferred on me by the Central Government by its aforesaid order dated 25th March, 1969, I hereby publish in Schedules I and II hereto annexed the names and other particulars of the assessee aforesaid.

SCHEDULE I

Assessee on whom a penalty of not less than Rs. 5000/- was imposed for concealment of income during the period commencing with 1st April, 1968 and ending with 31st March 1969 where no appeal was presented to the Tribunal within the time allowed therefor or where the appeal presented has been disposed of during the financial year.

Sl. No.	Name of the assessee	Status	Amount of penalty	Assessment year in relation to which the default occurred.
1	2	3	4	5
			Rs.	
1	M/s. Asia Electric Co., Phagwara	U.R.F.	25,000	1962-63
2	M/s. Ahmed Joo and Sons, 3rd Bridge, Srinagar	R.F.	5,490	1962-63
3	M/s. W Brij Lal Badri Prasad, Khanna	R. F.	11,303	1964-65
4	M/s. Bhoor Mal Khushi Ram, Bhiwani	R. F.	8,190	1963-64
5	M/s. C.L. Monga & Sons, Panipat	R.F.	8,152	1962-63
6	M/s. Deepak Pictures, Railway Road, Jullundur	R.F.	12,880	1960-61
7	M/s. Ghulam Nabi Mir, Bandipura (Kashmir)	R.F.	8,000	1966-67
8	M/s. Lok Nath & Co., Simla, Simla	R.F.	11,981	1962-63
9	M/s. Mohar Singh Sita Ram, Bhiwani	R.F.	5,186	1963-64
			5,353	1965-66
			7,870	1967-68
10	M/s. M.A. Ranzana & Sons, 3rd Bridge, Srinagar	R.F.	5,405	1962-63
11	Shri Mohamad Ahsan Wani, Raj Bagh, Srinagar	Indl.	6,000	1963-64
12	M/s. New Forests Co., Srinagar	R.F.	8,354	1965-66

SCHEDULE II

Assessee on whom a penalty of not less than Rs. 5,000/- was imposed for failure to file returns of income or to produce books of accounts during the period commencing with 1st April, 1968 and ending with 31st March, 1969 where no appeal was presented to the Tribunal within the time allowed therefor or where the appeal presented has been disposed of during the financial year.

Sl. No.	Name of the assessee	Status	Amount of penalty	Assessment year in relation to which the default occurred.
1	2	3	4	5
			Rs.	
1	M/s. Asia Electric Col, Phagwara	U.R.F.	11,670	1962-63
2	M/s. Abdul Ahad & Co., Srinagar	R.F.	5,353	1966-67
3	Shri Abdul Aziz Ganai C/o Alps Forests Company, Srinagar	Indl.	6,185	1965-66
4	M/s. Atta Mohamad & Bros., Srinagar	U.R.F.	6,376	1962-63
5	M/s. Jhelum Forest Co., Srinagar	U.R.F.	5,050	1962-63
6	Shri Mohd Ahsan Wani, Raj Bagh, Srinagar	Indl.	5,169	1963-64
7	Shri Mela Ram Nijahan, Teetwal	Indl.	5,857	1963-64

S.O. 3386.—Whereas the Central Government is of the opinion that it is necessary and expedient in public interest to publish the names and other particulars relating to assesseees;

- (i) being Individuals or Hindu Undivided Families, who have been assessed on an income of more than one lakh of rupees;
- (ii) being Firms, Association of Persons or Companies, who have been assessed on an income of more than ten lakhs of rupees;

during the financial year 1968-69;

And whereas in exercise of the powers conferred by section 287 of the Income tax Act (43 of 1961) and all other powers enabling them in this behalf the Central Government has by its order dated 25th March, 1969, authorised all Commissioners of Income tax to publish the names, addresses, status, assessment year relating to assesseees within their jurisdiction during the financial year 1968-69;

Now therefore in exercise of the powers conferred on me by the Central Government by its aforesaid order dated 25th March, 1969. I hereby publish in Schedules I and II hereto annexed the names and other particulars of the assesseees aforesaid.

SCHEDULE I

Names of all Individuals and H.U.Fs. assessed on an income of over Rupees One Lakh in the Financial year 1968-69.

S.No.	Name and address of the assessee	Status	Assessment year	Income-assessed under the Income-tax Act, 1961
1	2	3	4	5
				Rs.
1	Shri Amrit Lal C/o Choudhary Aishi Ram Batra, Srinagar	Indl.	1964-65	1,38,126
2	Shri Amrit Lal C/o Sh. Aishi Ram Batra, Srinagar	Indl.	1965-66	1,77,872
3	Sh. Amar Kumar C/o M/s. Surja Ram & Sons, Malaut	Indl.	1964-65	1,14,385
4	Shri Brij Mohan c/o M/s. Hero Cycle Industries, Ludhiana	Indl.	1968-69	3,30,790
5	R.B. Badri Dass, Jullundur	Indl.	1968-69	1,12,390
6	Shri Bishan Lal Kuthiala, Jammu	HUF	1964-65	3,16,220
7	Shri Bimal Parshad C/o Navbharat Industries, Rohtak	Indl.	1964-65	1,85,490
8	Shrimati Bimla Devi C/o above	Indl.	1964-65	1,01,600
9	Sh. Bahadur Chand C/o Mala Ram Bahadur Chand, Rohtak	Indl.	1964-65	1,61,092
10	Sh. Chaudhry Ram C/o above	Indl.	1964-65	1,61,092
11	Mr. C. Constinadise C/o O.C.M. (P) Ltd., Amritsar	Indl.	1968-69	1,08,390
12	M/s. Chet Singh Hardit Singh, Amritsar	Indl.	1964-65	1,61,176
13	Shri Chaman Lal C/o R.N. Gupta & Co., Ludhiana	Indl.	1968-69	1,15,590
14	Shri D.D. Puri, Yamunanagar	Indl.	1967-68	2,05,672
15	Raja Rana Digvijay Chandra of Jubbal through his legal heir Raja Rana Yogindra Chandra, Simla	Indl.	1964-65	3,53,450
16	Shri D.D. Puri C/o Saraswati Industries, Syndicate Ltd., Yamunanagar	Indl.	1968-69	1,87,172
17	Shri Dev Mittar, Prop. Emdet Engineers, Fategarh Road, Amritsar	Indl.	1968-69	3,42,050
18	Late Dr. M.R. Gupta, Legal heir Sh. Arjan Dev., D.L.F. Colony, Rohtak	Indl.	1948-49	4,20,729
19	Shri Ganesh Dass P/o M/s. Kishan Chand & Co., Forest Lessees, Jammu	HUF	1964-65	2,86,752
20	Sh. Bakshi Ghulam Hassan, Srinagar	Indl.	1964-65	1,12,389
21	Shri Girdhari Lal P/O M/s. Kishan Chand & Co., Forest Lessees, Jammu	HUF	1964-65	3,18,021

1	2	3	4	Rs.
22	Shri Goverdhan Dass P.A. C/o M/s. Goverdhan Dass, P.A. Jullundur	Indl.	1964-65	1,25,570
23	Do.	Indl.	1965-66	1,14,220
24	Do.	Indl.	1967-68	1,03,060
25	Shri Gurbaksh Singh C/o Bombay Motor Trading Co., Kapurthala	Indl.	1968-69	2,23,110
26	Sh. Harbhajan Singh (deceased) through his L/H. Smt. Sunder Kanur C/o Northern India Transport Co. Ltd., Jullundur	Indl.	1964-65	1,08,640
27	Shri Hari Chand C/o Madan Roller Flour Mills, Jullundur	Indl.	1967-68	1,06,750
28	Shri Hans Raj Mahajan C/o M/s. Hans Raj Mahajan & Sons., G.T. Road, Jullundur	Indl.	1967-68	1,60,485
29	Shri Habibullah Pandith, Sopore, (Kashmir)	Indl.	1964-65	1,49,712
30	Sh. Haveli Ram Sub Contractor, Military, Village Chak Majra, Teh. Samba, Distt. Jammu	Indl.	1957-58	1,54,765
31	Shri H.R. Modi, Patiala	Indl.	1968-69	1,14,430
32	M/s. Hans Ram & Sons, C/o M/s. Hans Raj Pahwa & Bros., Ludhiana	HUF	1968-69	1,19,450
33	Shri Harbans Lal c/o M/s. Kasturi Lal Har Lal, G.T. Road, Ludhiana	Indl.	1967-68	1,05,862
34	Do.	Indl.	1968-69	1,02,682
35	Shri Harnam Singh Modi C/o Satluj Flour Mills, Ferozepur	Indl.	1968-69	1,05,020
36	Shri Hira Lal C/o Lal Woollen and Silk Mills, Amritsar	Indl.	1967-68	2,01,110
37	Shri Harbans Lal C/o as above	Indl.	1967-68	1,85,910
38	Shri Inder Paul Dhir C/o M/s. Pearl Hosiery, Sukhram Nagar, Ludhiana	Indl.	1964-65	2,97,190
39	M/s. Jagat Singh & Sons, c/o M/s. Hansraj Pahwa & Bros., Ludhiana	H.U.F.	1968-69	1,19,610
40	Shri J. C. Aulack C/o M/s. C.R. Aulack & Sons., Ludhiana	Indl.	1967-68	1,63,088
41	Shri Jaswant Singh C/o Bombay Motor Trading Company, Kapurthala	Indl.	1968-69	2,24,410
42	Shri Joginder Raj C/o M/s. Goverdhan Dass, P.A., Jullundur	Indl.	1965-66	1,11,190
43	J.M. Bipen Lal Kuthiala, Pathankot (Sh. Bipen Lal Karta)	HUF	1964-65	1,64,780
44	Shri Joginder Lal P.O. M/s. Kishan Chand & Co., Forest Lessees, Jammu	HUF	1964-65	1,66,639
45	Sh. Jai Lal, Puri C/o India Chemical Industries, Amritsar	Indl.	1964-65	1,08,085
46	Shri Krishan Mohan Legal Heir of Lala Sain Dass, C/o Amritsar Transport Co. (P) Ltd., Amritsar	Indl.	1963-64	1,82,000
47	Do.	Indl.	1964-65	1,90,060
48	Shri Krishan Mohan C/o Krishan Mohan & Co., Ghee Mandi, Amritsar	Indl.	1964-65	2,53,030
49	Shri Kishan Chand C/o Kishan Chand & Co., Amritsar	Indl.	1967-68	1,33,360
50	Do.	Indl.	1966-67	1,60,520
51	Shri Kishan Chand C/o Kishan Chand, Dhera Ram, Amritsar	Indl.	1964-65	1,89,273
52	Smt. Krishna Gupta Prop. M/s. Rajan & Co., Ludhiana	Indl.	1967-68	2,84,710
53	H.H. Dr. Karan Singh Ji Union Minister for Tourism & Civil Aviation, New Delhi	HUF	1964-65	2,59,470
54	Do.	Indl.	1965-66	2,40,720
55	Do.	Indl.	1966-67	1,83,160
56	Smt. Lakshmi Bhai C/o Ch. Aishi Ram Batra, Srinagar	Indl.	1965-66	1,18,961
57	Do.	Indl.	1966-67	1,43,098
58	Do.	Indl.	1967-68	1,64,760
59	Shri Lakhbir Singh C/o Narain Singh Prem Singh, Amritsar	Indl.	1967-68	1,23,720
60	Shri Madan Chand Kapoor, C/o G.M. Worsted Spinning Mills, G.T. Road, Amritsar	Indl.	1964-65	1,04,747
61	Shri Madan Lal C/o Lal Woollen & Silk Mills, Amritsar	Indl.	1967-68	1,98,260

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62	Shri Maan Singh Wadhawa, Bazar Gujran, Amritsar	Indl.	1964-65	2,38,506
63	Shri Mahla Ram C/o Mala Ram Bahadur Chand, Rohtak	Indl.	1964-65	2,41,937
64	Shri M.B. Nanda C/o Rohtak Delhi Transport Co. (P). Ltd., Rohtak	Indl.	1968-69	1,05,733
65	Smt. Malan Devi C/o M/s. Ghaki Mal Hukam Chand Miller Ganj, Ludhiana	Indl.	1964-65	1,28,660
66	Miss Meera Gupta C/o M/s Meera & Co., G.T. Road, Ludhiana	Indl.	1967-68	1,25,799
67	Miss Mukta Gupta C/o as above	Indl.	1967-68	1,25,799
68	Raja Mohinder Pal of Kutlchar, 252, Sector 16-A, Chandigarh	HUF	1965-66	1,77,680
69	Do.	HUF	1966-67	2,04,695
70	Shri Mohd. Ahsan Wani, Raj Bagh, Srinagar	Indl.	1966-67	2,01,485
71	Shri Mohd. Syed Fazili P. M/s. Syed & Co, Srinagar	Ind.	1964-65	1,08,446
72	Shri Manohar Lal C/o M/s. Manohar Lal Naresh Kum- ar, Kapurthala	HUF	1968-69	1,01,439
73	Shri Naresh Kumar C/o as above	Indl.	1968-69	1,01,354
74	Shri Om Prakash, Prop. Union Traders, Amritsar	Indl.	1964-65	1,00,456
75	Shri Om Parkash, C/o M/s. Hero Cycle Industries Ludhiana	Indl.	1968-69	3,30,320
76	Sh. Parkash Chand Kapoor, C/o Gokal Chand Rattan Chand, Gokal Market Amritsar	Indl.	1965-66	4,06,735
77	Sh. Parduman Singh C/o Narain Singh Prem Singh, Amritsar	Indl.	1967-68	1,13,760
78	Do.	Indl.	1968-69	1,15,660
79	Shri Prem Singh C/o as above	Indl.	1967-68	1,08,330
80	Shri P.B. Nanda C/o Rohtak Delhi Transport Co. (P.) Ltd., Rohtak	Indl.	1967-68	1,23,620
81	Do.	Indl.	1968-69	1,16,496
82	Shri Prahlad Kumar C/o M/s. Suraj Ram & Sons, Malaut	Indl.	1964-65	1,52,343
83	Shri Padam Raj C/o Goverdhan Dass, P.A., Jullundur	Indl.	1965-66	1,10,750
84	Shri P.N. Beri C/o Leader Engg. Works, Jullundur	Indl.	1964-65	1,31,280
85	Shri H.H. Sir Partap Singh Ji, Maharaja of Nabha, Nabha	Indl.	1964-65	2,39,385
86	Do.	Indl.	1965-66	1,08,460
87	Do.	Indl.	1966-67	2,25,720
88	Do.	Indl.	1967-68	2,07,820
89	Shri Ram Rakha Sud, Kulu	Indl.	1964-65	1,35,903
90	Shri Romeah Chander P/O M/s. Kishan Chand & Co. Forest Lessees, Jammu	Indl.	1964-65	1,68,637
91	Do.	Indl.	1965-66	1,01,612
92	Master Rajan Gupta, C/o M/s. Meera & Co., G.T. Road, Ludhiana	Indl.	1967-68	1,48,381
93	Shri Roshan Lal C/o M/s. R.N. Gupta & Co., Miller Ganj, Ludhiana	Indl.	1968-69	1,22,870
94	Shri Ram Nath Gupta C/o M/s. R. N. Gupta & Co., Miller Ganj, Ludhiana	Indl.	1968-69	1,21,981
95	Shri Raj Kumar Gupta C/o as above	Indl.	1968-69	1,21,910
96	Shri Ravi Kumar C/o. Lal Woollen & Silk Mills, Amrit- sar	Indl.	1967-68	1,84,950
97	Shri Ram Parkash C/o. Kishan Chand & Co., Amritsar	Indl.	1966-67	1,59,790
98	Do.	Indl.	1967-68	1,42,737
99	Shri Satya Pal Virmani C/o. Jawala Flour Mills, Amrit- sar	Indl.	1967-68	3,72,070
100	Smt. Sundri Devi Birla C/o. Luxman Kumar Birla & Co., Amritsar	Indl.	1967-68	1,31,462
101	Sh. Satnam Singh C/o M/s. Narain Singh Prem Singh, Amritsar	Indl.	1967-68	1,06,410
102	Shri Satya Nand C/o. M/s. Hero Cycle Industries, Miller Ganj, Ludhiana	Indl.	1968-69	3,26,710
103	M/s. Sohan Lal & Sons C/o. M/s. Hans Raj Pahwa & Bros., Ludhiana	HUF	1968-69	1,20,580
104	Shri Satish Kumar P/O. M/s. Kishan Chand & Co., Forest Lessees, Jammu	HUF	1964-65	1,71,575

I	2	3	4	5
				Rs.
105	Shri Sudershan Kumar P/O. M/s. Kishan Chand & Co., Forest Lessees, Jammu	Indl.	1964-65	1,78,816
106	Shri Shiv Raj C/o. Goverdhan Dass, P. A., Jullundur	Indl.	1965-66	1,00,490
107	Do.	Indl.	1967-68	1,00,390
108	Shri Surinder Singh C/o. Bombay Motor Trading Co., Kapurthala	Indl.	1968-69	2,17,280
109	Shrimati Saraswati C/o. M/s. Ami Chand Bhola Nath, Jullundur	Indl.	1964-65	1,00,980
110	Smt. Satya Devi Nanda C/o. Rohtak Delhi Transport Co. (P) Ltd., Rohtak	Indl.	1968-69	1,13,154
110A	Shanti Lal Kapoor Prop. M/s. Basal Tool Co., Patiala	HUF	1964-65	1,78,690
111	M/s. Tansukh Rai Ram Nath, Prop. Shri Nand Lal Ganeriwala, Sirsa	Indl.	1966-67	1,74,491
112	Shri Telu Ram Jain, Contractor, Jullundur Cantt.	HUF	1964-65	1,36,687
113	Shri Virendra, Prop. M/s. Daily Partap, Jullundur	Indl.	1965-66	1,64,084
114	Do.	Indl.	1966-67	1,25,304
115	Shri Vijay Kumar P/o. M/s. Kishan Chand & Co., Forest Lessees, Jammu	Indl.	1965-66	1,40,280
116	Do.	Indl.	1964-65	1,10,085
117	Shri Vinay Kumar P/o. M/s. Kishan Chand & Co., Forest Lessees, Jammu	Indl.	1964-65	1,52,773
118	M/s. Vibgyor Dyestuff & Chemical Industries, Industrial Area, Chandigarh	Indl.	1964-65	1,23,660
119	Shri Vinod Kumar C/o. M/s. Pearl Hosiery, Sukhram Nagar, Ludhiana	Indl.	1964-65	1,02,600
120	Shri Vijay Kumar, Legal Heir of Shri Daya Nand C/o. Hero Cycle Industries, Ludhiana	Indl.	1968-69	3,29,560
121	H.H. Maharaja Yadvindra Singh Ji, Maharaja of Patiala	Indl.	1964-65	4,01,601
122	Shri Yashraj C/o. M/s. Goverdhan Dass, P. A., Jullundur	Indl.	1965-66	1,13,690
123	Do.	Indl.	1967-68	1,00,030

SCHEDULE II

Names of all firms, Associations of persons and Companies assessed on income of over Rs 10 lakhs during the Financial Year 1968-69

Sl. No.	Name of the assessee	Status	Income assessed under Income-tax Act, 1961.	Assessment year.
I	2	3	4	5
			Rs.	
1	Avon Cycles (P) Ltd., Ludhiana	Ltd. Co.	12,26,558	1968-69
2	M/s. Atlas Cycle Industries Ltd., Sonapat	Ltd. Co.	41,78,680	1964-65
3	Do.	Ltd. Co.	69,44,888	1965-66
4	Groz Backert Saboo Ltd., Chandigarh	Ltd. Co.	17,67,457	1966-67
5	Do.	Ltd. Co.	20,19,117	1967-68
6	Do.	Ltd. Co.	22,25,814	1968-69
7	Hindustan Milk Food (P) Ltd., Nabha	Ltd. Co.	1,07,52,768	1968-69
8	M/s. Kishan Chand Girdhari Lal & Co., Jammu	R.F.	11,05,171	1964-65
9	M/s. Oriental Carpet Manufacturers (India) Private Limited, Chheharta, Amritsar	Ltd. Co.	20,40,720	1967-68
10	Patiala Flour Mills (P) Ltd., Patiala	Ltd. Co.	18,70,055	1966-67
11	Pure Drinks (P) (Bombay) Ltd., Patiala	Ltd. Co.	29,01,966	1968-69

	2	3	4	5
				Rs.
12	Road Master Industries of India (P) Ltd., Rajpura	Ltd. Co.	11,86,443	1968-69
13	M/s. Rattan Chand Harjas Rai (Plastic) (P) Ltd., Amritsar	Ltd. Co.	11,81,990	1965-66
14	M/s. Saraswati Industrial Syndicate Ltd., Yamunanagar	Ltd. Co.	17,96,450	1965-66
15	M/s. State Board Manufacturing Co Ltd., Hoshiarpur.	Ltd. Co.	15,40,193	1964-65
16	M/s. Sukhjit Starch & Chemicals Ltd., Phagwara.	Ltd.	21,39,108	1968-69

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S. R. MEHTA, Commissioner.